

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

WHEREAS, Robert F. Murphy, James A. Skeeters and Sam Moriconi have requested that the Village execute an Annexation Agreement, a copy of which is attached hereto as Exhibit 1;

WHEREAS, due notice to appropriate units of government and the public has been given pursuant to Division 7 and 15.1 of the Illinois Municipal Code, and the necessary public hearings have been held;

WHEREAS, the corporate authorities of the Village of Chatham have determined that the Annexation Agreement is in the best interest of the Village of Chatham;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1. That certain Annexation Agreement by and among Robert F. Murphy, James A. Skeeters and Sam Moriconi and the Village of Chatham, Illinois, a copy of which is attached hereto as Exhibit 1, is hereby approved.

SECTION 2. The President and Clerk are directed to execute such Agreement on behalf of the Village. The Clerk shall file a copy of the Agreement with the Recorder of Deeds of Sangamon County.

SECTION 3. This Ordinance is effective immediately.

Carl Oblinger
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

Rose McMiller
Village Clerk

AYES: 5

NAYS: 0

PASSED: May 29, 1990

APPROVED: ~~May 29, 1990~~ June 12, 1990

ABSENT: 1

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the Ordinance attached hereto is a full, true and exact copy of Ordinance No. 80-21 adopted by the President and Board of Trustees of the Village on the day of MAY 29, 1990, said Ordinance being entitled:

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 12th day of June, 1990.



Village Clerk

Prepared By:

John M. Myers
PFEIFER & KELTY, P.C.
1300 South Eighth Street
P.O. Box 1858
Springfield, Illinois 62705
Telephone: (217) 528-5604

WITH COPIES TO:

John M. Myers
Pfeifer & Kelty, P.C.
1300 South Eighth Street
P. O. Box 1858
Springfield, Illinois 62705

Richard J. Wilderson
Graham & Graham
1201 South Eighth Street
Springfield, Illinois 62703

11. This Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, administrators, successors, and assigns. It shall be effective for twenty years from date of execution.

12. Time shall be the essence of this Agreement.

13. This Agreement shall not be amended in any way without the prior written agreement of Owner, Moriconi, and Developer and their successors and assigns and of Chatham, by ordinance duly enacted authorizing such action.

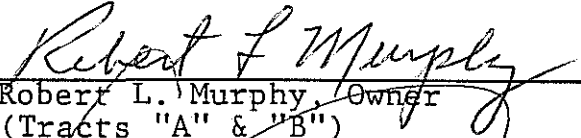
14. Chatham shall enact such ordinances, execute such documents, and issue such permits and certificates as shall be required by this Agreement and any ordinance adopting it.

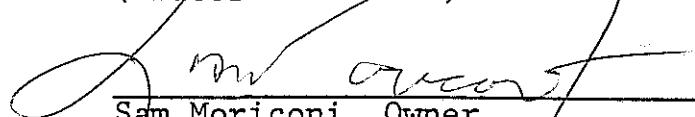
15. Chatham hereby agrees to provide electric power within the Real Estate and will bring, at its cost, an electric service line of a capacity capable of serving the Real Estate to a point within 60 feet of the first platted portion of the Real Estate, the precise location of which will be agreed on by Owner's and Chatham's engineers. In the event the General Assembly of the State of Illinois changes the Electric Supplier Act to attempt to invalidate this paragraph, the parties shall use best efforts to annex the Real Estate before the effective date of such change.


Chatham also agrees to supply water to the Real Estate and to bring, at its cost, a water service line of a capacity capable of serving the Real Estate to a location within 60 feet of the first platted portion of the Real Estate, the precise location of which will be agreed on by Owner's and Chatham's engineers.

16. The parties agree to the additional terms and conditions set forth in Exhibit C hereto.

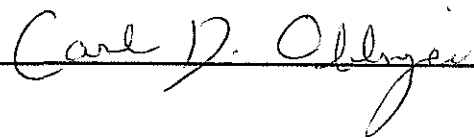
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 29th day of May, 1990.


Robert L. Murphy, Owner
(Tracts "A" & "B")

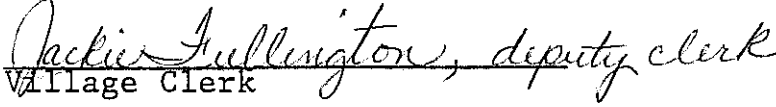

Sam Moriconi, Owner
(Tract "C")


James A. Skeeters, Developer

THE VILLAGE OF CHATHAM, ILLINOIS

By: 

ATTEST:


Village Clerk

ANNEXATION AGREEMENT

THIS AGREEMENT, made and executed by and among ROBERT F. MURPHY, owner of Tracts "A" & "B" (hereinafter called "Owner"), SAM MORICONI, Owner of Tract "C", (hereinafter called "Moriconi") and JAMES A. SKEETERS (hereinafter called "Developer"), and VILLAGE OF CHATHAM, an Illinois municipal corporation (hereinafter called "Chatham"), all of Sangamon County, Illinois, is effective this 29 day of May, 1990.

RECITALS

WHEREAS, Owner is the record owner of Tracts "A" & "B" and Moriconi is the Owner of Tract "C" as shown on Exhibit A attached hereto and incorporated herein.

Tract "A" is within the Chatham corporate limits and is legally described as:

Part of the Northwest Quarter of Section 18 and part of the Southwest Quarter of Section 7, all in Township 14 North, Range 5 West of the Third Principal Meridian, further described as follows:

Beginning at a stone marking the Northeast corner of the Northwest Quarter of said Section 18; thence S 00° 01' 04" E, 494.00 feet along the east line of said Northwest Quarter; thence S 89° 55' 37" W, 2519.52 feet to a point on the west line of said Northwest Quarter; thence N 00° 06' 04" E, 131.00 feet along said west line; thence N 89° 55' 37" E, 960.59 feet along a line parallel with the north line of said Northwest Quarter; thence N 00° 06' 40" W, 363.00 feet along a line parallel with the east line of State Street to a point on the north line of said Northwest Quarter; thence S 89° 55' 37" W, 562.45 feet along said north line to a point on the east line of said State Street; thence N 00° 06' 40" W, 467.75 feet along said east line to the southwest corner of Fites Subdivision, Plat 1; thence N 89° 30' 39" E, 468.60 feet along the south line of said subdivision to the southeast corner of said subdivision; thence S 00° 08' 59" W, 11.93 feet; thence

EXHIBIT

1

N 89° 32' 07" E, 1655.33 feet to a point on the east line of the Southwest Quarter of said Section 7; thence S 00° 08' 59" W, 470.54 feet along said east line to the Point of Beginning. Containing 43.272 acres, more or less. Situated in Sangamon County, State of Illinois.

Tract "B" "area to be annexed", is outside the Chatham corporate limits and is legally described as:

Part of the Northwest Quarter of Section 18, Township 14 North, Range 5 West of the Third Principal Meridian, further described as follows:

Commencing at a stone marking the Northwest corner of said Section 18; thence S 00° 06' 04" W, 494.00 feet along the west line of said Northwest Quarter to the Point of Beginning; thence N 89° 55' 37" E, 2519.52 feet along a line parallel with the north line of said Northwest Quarter to a point on the east line of said Northwest Quarter; thence S 00° 02' 04" E, 339.00 feet along said east line; thence S 89° 55' 37" W, 1341.30 feet along a line parallel with the north line of said Northwest Quarter; thence N 65° 15' 50" W, 285.99 feet; thence S 89° 55' 37" W, 918.97 feet along a line parallel with the north line of said Northwest Quarter to a point on the west line of said Northwest Quarter; thence N 00° 06' 04" E, 219.00 feet along said west line to the Point of Beginning. Containing 16.721 acres, more or less.

Tract "C" is owned by Moriconi and is described as:

Part of the Northwest Quarter of Section 18, Township 14 North, Range 5 West of the Third Principal Meridian, further described as follows:

Commencing at a stone marking the Northwest corner of said Section 18, thence N 89° 55' 37" E, 396.80 feet along the north line of the Northwest Quarter of said Section 18 to a point on the east line of State Street, said point being the Point of Beginning; thence N 89° 55' 37" E, 562.45 feet along the north line of said Northwest Quarter; thence S 00° 06' 40" E, 363.00 feet along a line parallel with the east line of State Street projected South; thence S 89° 55' 37" W, 960.59 feet along a line parallel to the north line of said Northwest Quarter to a point on the west line of said Northwest Quarter; thence N 00° 06' 04" E, 344.00 feet to a point on the southerly line of Martin Street;

thence N 89° 55' 37" E, 396.87 feet along the southerly line of said Martin Street to a point on the east line of said State Street; thence N 00° 06' 40" W, 19.00 feet along said east line to the Point of Beginning. Containing 7.826 acres, more or less. Situated in Sangamon County, State of Illinois.

WHEREAS, Owner proposes to annex Tract "B" to the corporate limits of Chatham and to obtain an initial zoning classification of Tract "B" of R-1A, R-2, R-05 and B-1 (in the areas so indicated on Exhibit A), pursuant to the Chatham Zoning Ordinance, to obtain approval of preliminary plats for the entire "Prairie Grove" subdivision and for approval of zoning for Tract "A" as R-1A, R-2 and R-05 as indicated on Exhibit A;

WHEREAS, Moriconi desires to join in the approval of the preliminary plats and for approval of zoning for Tract "C";

WHEREAS, Owner, Moriconi and Developer propose to develop the entire Real Estate as "Prairie Grove" subdivision in accordance with uses permitted by current ordinances of Chatham under the aforesaid zoning classifications.

WHEREAS, Chatham encourages annexation and development of Real Estate in appropriate zoning classifications and expresses its intent to accept the annexation of Tract "B" and to classify Tract "B" in the requested classifications when it is annexed, and to classify Tracts "A" & "C" in the requested classifications as shown on Exhibit A, subject to compliance with the presently existing ordinances of Chatham and Division 15.1 of Article 11 of the Illinois Municipal Code, Ill. Rev. Stat., Ch. 24, § 11-15.1 et seq.;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein, the parties agree as follows:

ANNEXATION

1. Owner has petitioned to annex Tract "B" conditional upon this Agreement.

2. If the petition for annexation complies with the ordinances of Chatham and the Illinois Municipal Code, then the said annexation petition as filed shall be recommended and approved by the appropriate administrative and legislative bodies of Chatham; and an annexation ordinance in such form as shall be approved by Owner, shall be enacted by the President and Board of Trustees of Chatham within 30 days of execution of this Agreement, but not later than June 30, 1990.

3. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Real Estate in Tracts "A", "B" & "C" as indicated on Exhibit A under the Zoning Ordinance of Chatham. Any ordinance annexing Tract "B" or any part thereof without simultaneous initial zoning classification as set out on Exhibit A shall be void unless this Agreement shall have been amended as hereafter provided.

PRELIMINARY PLAT

4. Owner has heretofore filed a preliminary subdivision plat. The preliminary subdivision plat shall be approved by Chatham, in accordance with law, provided the preliminary subdivision plat complies with ordinances of Chatham and statutes

of the State of Illinois. Moriconi joins in and concurs with said preliminary plat and all other provisions of this agreement.

ZONING

5. Upon (i) the enactment of an ordinance annexing Tract "B"; and (ii) approval of the preliminary subdivision plat; then, without additional action required of Owner or of Chatham, the Real Estate in Tracts "A", "B" & "C", shall automatically be classified in the classifications under the ordinances of Chatham as indicated on Exhibit A without any further hearing before any administrative or legislative body whatsoever.

APPROVAL OF FINAL PLATS

6. Upon approval of the preliminary subdivision plat, Owner or Developer may submit one or more (up to six) final plats of portions of the subject Real Estate, staged as set forth on the preliminary plat of the subdivision, Exhibit B hereto. Following its submission, Plat I shall be approved by ordinance on or before June 30, 1990, and any subsequent final plat shall be approved by ordinance within 60 days of its submission, provided such plats comply with applicable law and the ordinances of the Village of Chatham. Owner or Developer shall have three years from the date of approval of the preliminary plat to file his final plat; thereafter, Owner or Developer may apply for further extensions in accordance with Section IX of the 1989 Subdivision Ordinance.

GENERAL

7. The 1989 Subdivision Ordinance and the 1982 Zoning Ordinance shall govern all subdivision plats proposed or adopted pursuant to this Agreement, and all zoning issues with respect to the subject Real Estate, respectively.

8. Chatham hereby waives provisions of its ordinances relating to initial pre-urban zoning upon annexation. Chatham also will permit a letter of credit in a form satisfactory to its corporate authorities in lieu of a surety or cash bond as set forth in its Subdivision Ordinance.

9. Owner and Developer hereby waive any provision in the Comprehensive Plan requiring public money to fund the initial construction of secondary collector streets.

10. All notices and other communication required under this Agreement shall be in writing and delivered either personally or by depositing the same, postage prepaid, in the United States mail addressed to the party hereto to whom the same is directed at the following address:

TO OWNER: Robert L. Murphy
 c/o James A. Skeeters
 808 Bruns Lane
 Springfield, Illinois 62702

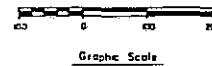
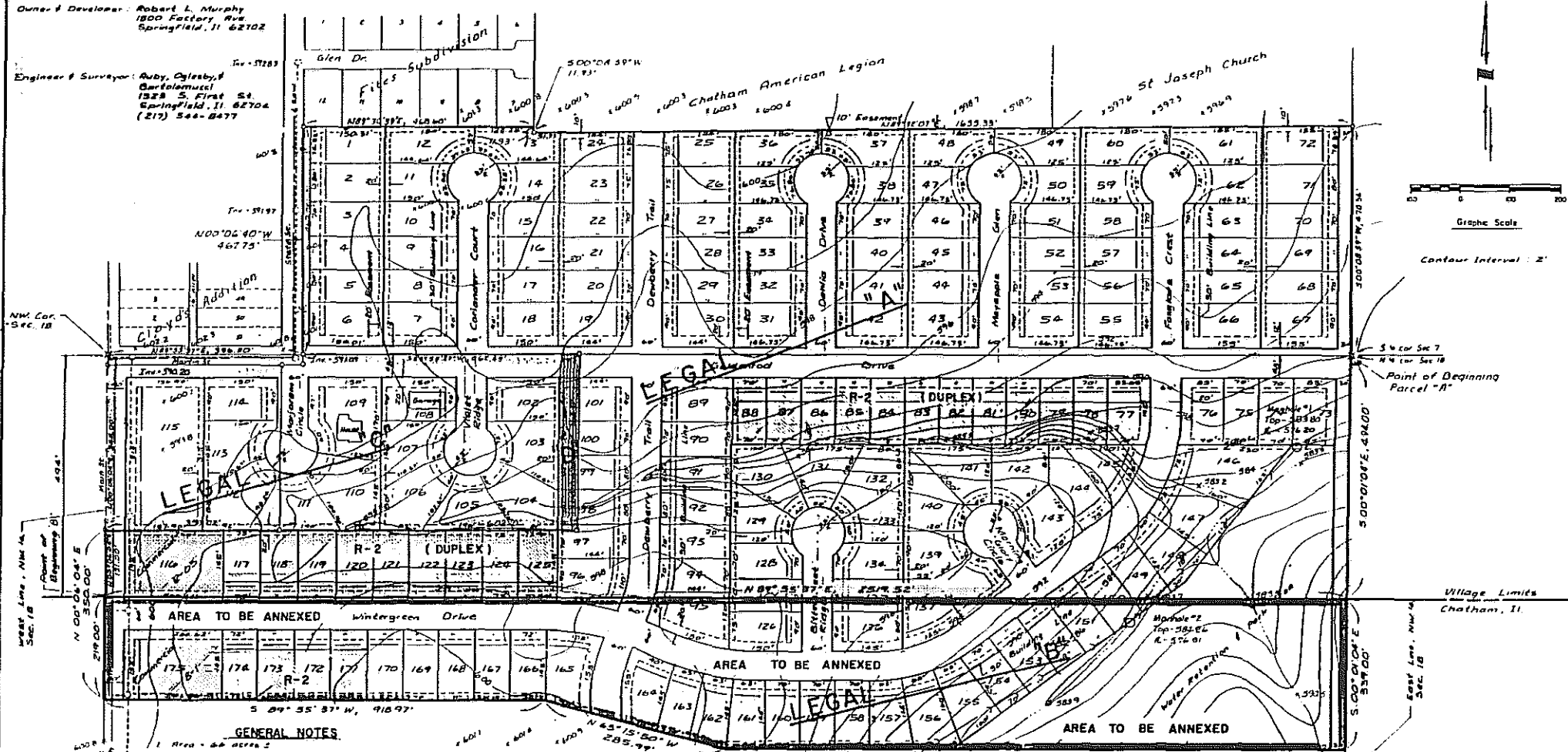
TO DEVELOPER: James A. Skeeters
 808 Bruns Lane
 Springfield, Illinois 62702

TO MORICONI: Sam Moriconi
 c/o James A. Skeeters
 808 Bruns Lane
 Springfield, Illinois 62702

TO CHATHAM: c/o Mr. Del McCord
 117 East Mulberry
 Chatham, Illinois 62629

Owner & Developer: Robert L. Murphy
1800 Factory Park
Springfield, IL 62702

Engineer & Surveyor: Auby, Oglesby & Bartolomucci
1528 S. First St.
Springfield, IL 62704
(217) 544-8477



Contour Interval: 2'

Point of Beginning Parcel "A"

Village Limits Chatham, IL

GENERAL NOTES

1. Area - 66 acres ±
2. Proposed zoning (City of Chatham)
 - 147 Residential Lots (R-1A) 10,000 sq ft.
 - 25 Cluster Lots (R-2)
 - 3 Commercial Lots (B-1 & R-05)
3. Easements: All front yards to have a easement for utilities. All rear and side lot lines & easements as shown.
4. All streets - 60' E.O.W. with 3' pavement 66" - 68" of curb.
5. Subject Property not in a Flood Hazard Area.

LEGEND

- Indicates limits of proposed zoning R-2 (duplex)
- Indicates area to be annexed to the Village of Chatham, Ill. (LEGAL DESCRIPTION "B")
- Indicates area presently in village limits zoned R-1A including R1, R2 lots (LEGAL DESCRIPTION "A")
- Indicates area owned by Sam Moriconi (LEGAL DESCRIPTION "C")
- Indicates area owned by Sam Moriconi to be zoned R-1A (LEGAL DESCRIPTION "D")
- Indicates area to be zoned B-1 and R-05

TOTAL AREA TO BE ANNEXED - 16.721 ACRES ±

Up Dated April 12, 1990

**PRAIRIE GROVE
REZONING AND
ANNEXATION PLAT**

PART OF THE NW 1/4, SEC. 18 AND 1 SW 1/4, SEC. 7, T14N, R3W, 3 EA CHATHAM, ILLINOIS

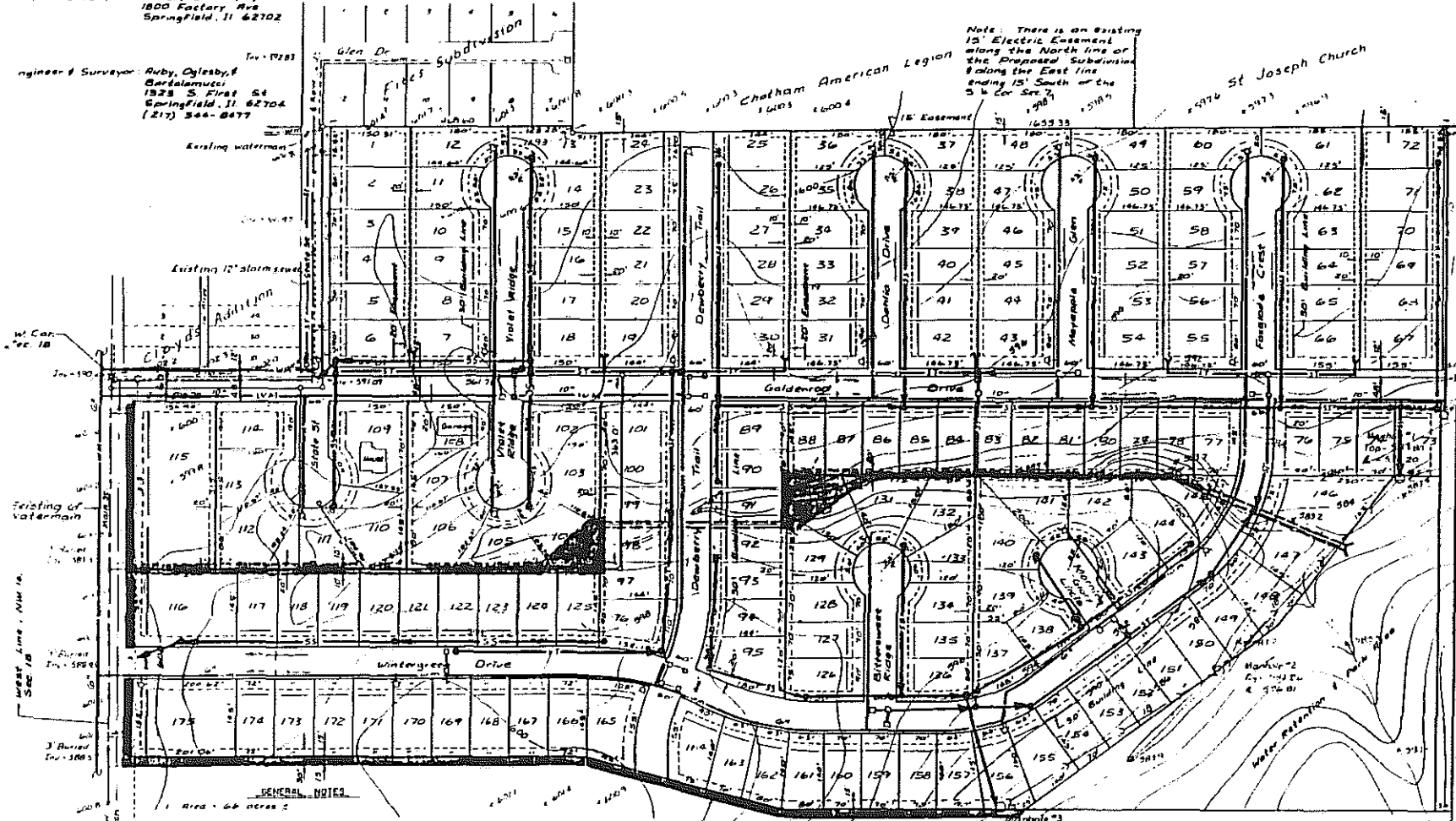
OWNER AND DEVELOPER
ROBERT L. MURPHY

DATE	BY	CHK	APP
APRIL 12 1990	ROBERT L. MURPHY	ROBERT L. MURPHY	ROBERT L. MURPHY
CHECKED	DATE	BY	APP
TEAS	APRIL 1990	B9-37	1

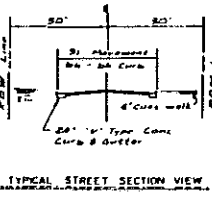
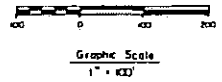
EXHIBIT B

Owner & Developer: Robert L. Murphy
1800 Factory Ave
Springfield, IL 62702

Engineer & Surveyor: Ruby, Oglesby & Barlowmucci
1823 S First St
Springfield, IL 62704
(217) 344-8477



Note: There is an existing 15' Electric Easement along the North line of the Proposed Subdivision along the East line ending 15' South of the S & Cor. Sec. 7.



GENERAL NOTES

- 1 Area - 66 acres ±
- 2 Proposed Zoning (City of Chatham)
150 Residential Lots (P-1R) 10,000 Sq Ft
22 Dualer Lots (P-2)
3 Commercial Lots (A-1 R-05)
- Front Yard - 30' Building
Side Yard - 10' min Interior Lot
- 3 Easements - All front yards to have a 10' easement for utilities. All rear and side lot lines: easements as shown.
- 4 All Streets - 30' P.O.W. with 3' Pavement
4' - 4' of Curb, with 8' not 4.5' side
- 5 Subject Property, part in a Public Easement Area

LEGEND

—	Proposed Absemen
—	Proposed Fire Hydrant
—	Proposed Sanitary Sewer
—	Proposed Storm Sewer
—	Proposed Manhole
—	Proposed Inlet
—	Proposed Drainage swale or storm water structure

PROPOSED STAGING OF FINAL PLATS

- Plat 1 Lots 1 thru 18; Lots 116 thru 125; Lots 166-173
- Plat 2 Lots 19 thru 30; 89 thru 101; 162 thru 165
- Plat 3 Lots 31 thru 42; 84 thru 88; 126-136; 157-161
- Plat 4 Lots 43 thru 66; 75 thru 83
- Plat 5 Lots 126 thru 145; 146 thru 156
- Plat 6 Lots 67 thru 74

Not to be recorded by the Recorder of Deeds

PRAIRIE GROVE	
PRELIMINARY PLAN	
PART OF THE NW 1/4, SEC. 18 AND THE SW 1/4, SEC. 7, T14N, R5W, S 3 PM CHATHAM, ILLINOIS	
OWNER AND DEVELOPER ROBERT L. MURPHY	
DATE	4-18-90
PLAT NO	89-37
SHEET NO	B-2

Updated April 25, 1990

ADDITIONAL TERMS AND CONDITIONS

1. Martin Street as depicted on the preliminary plat, Exhibit B, shall be renamed Goldenrod Drive. As part of Plat I improvements, Developer shall design and obtain bids on upgrading Goldenrod Drive depicted on the preliminary plat as Martin Street, and upgrading State Street as depicted on the preliminary plat, to current subdivision standards, including sidewalks, curbs and gutters on either side, with the width of the street right of way to be Developer's 30 foot right of way plus the Village's right of way, not to exceed 60 feet. As part of the Plat I improvements, Developer shall install all curbs and gutters on both sides of these streets, and if the cost of the curbs and gutters is less than one-half of the total cost of upgrading these streets, shall pay the Village the difference between the cost of the curbs and gutters and one-half of such total cost.
2. The 6" water main along Goldenrod Drive depicted on Exhibit B shall be constructed as a 10" water main. The water main shall be connected by Developer at a connection point to be determined precisely by the Village engineer at the northeast corner of the subdivision, as part of the Plat II improvements.

Exhibit C

3. The storm sewer to be constructed by the Developer running from the intersection of Goldenrod Drive and State Street to the southeast corner of the subdivision shall be a minimum of 24" in diameter. A proportional part of the storm sewer shall be constructed as part of each final plat.

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

To: Village Board and the CLERK
Village of Chatham, Illinois

The undersigned persons, each being 21 or more years of age and under no disability, hereby petition the Village of Chatham to annex within its corporate limits, the following described real estate in the County of Sangamon, towit:

Part of the Northwest Quarter of Section 18, Township 14 North, Range 5 West of the Third Principal Meridian, further described as follows:

Commencing at a stone marking the Northwest corner of said Section 18; thence S 00° 06' 04" W, 494.00 feet along the west line of said Northwest Quarter to the Point of Beginning; thence N 89° 55' 37" E, 2519.52 feet along a line parallel with the north line of said Northwest Quarter to a point on the east line of said Northwest Quarter; thence S 00° 02' 04" E, 339.00 feet along said east line; thence S 89° 55' 37" W, 1341.30 feet along a line parallel with the north line of said Northwest Quarter; thence N 65° 15' 50" W, 285.99 feet; thence S 89° 55' 37" W, 918.97 feet along a line parallel with the north line of said Northwest Quarter to a point on the west line of said Northwest Quarter; thence N 00° 06' 04" E, 219.00 feet along said west line to the Point of Beginning. Containing 16.721 acres, more or less.

and for the purpose of authorizing the Village of Chatham to enact an appropriate ordinance of annexation in the manner provided by Section 7-1-8, Chap. 24, Illinois Revised Statutes, and knowing that the certifications herein made will be relied upon by the Village of Chatham, the undersigned persons certify to the Village of Chatham, the following:

1. That the above described territory is now contiguous to the Village of Chatham.

2. That the above described territory is not within the corporate limits of any municipality.

3. That no electors reside on the property and that the undersigned persons and corporations, towit:

ROBERT F. MURPHY

JAMES A. SKEETERS

are the only electors or persons who occupy any property within the described territory and all join in this petition, and are the true and correct owners of record of all the land within the above described territory, as established by the records in the office of the Recorder of Deeds of Sangamon County, Illinois, and that there are not other persons, firms or corporations who reside upon, occupy or have any right, title or interest of record in and to any land within said above described territory herein requested to be annexed.

4. That said property is located within Chatham Township and the Trustees of said district are being given notice of this annexation in accordance with the statute in such case made and provided.

5. That a plat of the real estate sought to be annexed, prepared by a registered land surveyor, is attached hereto.

6. This petition for annexation is contingent upon the

DECLARATION OF COVENANTS AND RESTRICTIONS

PLAT #1 - PRAIRIE GROVE SUBDIVISION

IN THE VILLAGE OF CHATHAM

SANGAMON COUNTY, ILLINOIS

KNOW ALL MEN BY THESE PRESENTS that Robert L. Murphy, Owner/Developer of Plat #1 of Prairie Grove Subdivision (legally described in Exhibit A attached hereto) dated _____, and recorded as Document No. _____ on _____, does hereby certify and declare the said attached Plat #1 to be a true and correct Plat of Prairie Grove Subdivision in the Village of Chatham, Sangamon County, Illinois, and that said Plat #1 was surveyed and platted under his direction, and that he does forever dedicate to the public the streets therein laid out over his property, and certify that said Plat #1 is made and to be recorded pursuant to the Statutes of the State of Illinois, relating to Plats.

Said Owner/Developer further declares all property in said subdivision, except Lots 116 and 175, is now and shall hereafter be subject to the following restrictions and covenants running with the land and which are and shall be binding on said Owner/Developer and all persons, including corporations and partnerships claiming by or through them, and on any and all persons, firms or corporations hereafter acquiring any of the said property.

WHEREAS, it is in the best interest of the Developer, as well as the benefit, interest and advantage of each and every person or other entity hereinafter acquiring any of the heretofore

described property that certain covenants and restrictions governing the regulation, the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land, and

WHEREAS, the Developer desires to provide the preservation of the values and amenities and the desirability and attractiveness of said real property and for the continued maintenance and operation of such recreational, drainage, retention and common areas as may be provided, and to facilitate such goals the Developer may within two years after the recording hereof, establish a Homeowners' Association called Prairie Grove Homeowners' Association (hereinafter referred to as "Association") for the purpose of enforcing the regulations and covenants stated in this Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer agrees with any and all persons, firms, corporations or any other entities hereafter acquiring any of the said property that the same shall be and is hereby subject to the following restrictions and covenants (all hereinafter collectively referred to as "restrictions") relating to the use and occupancy thereof, said restrictions to be construed to be covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the property by acceptance of a deed, contract for deed or other conveyance of any interest in or to said properties, and

regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to the same.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Developer" shall mean and refer to Robert L. Murphy, having his principal place of business in Springfield, Illinois, his successors and assigns.

2. "Owner" shall mean and refer to the record owner (whether one or more persons or entities) in fee simple in any lot which is part of the Prairie Grove Subdivision, excluding, however, those parties having such interests merely as a security interest for the performance of an obligation.

3. "Association" shall mean and refer to Prairie Grove Homeowners' Association, a non-profit corporation organized and existing under the laws of the State of Illinois, its successors and assigns.

4. "Members" shall mean and refer to any person who is a member of the Association.

5. "Single-family Lot" shall mean and refer to any part of land to be used for single-family residential purposes and so

designated on the subdivision plat or survey of the Prairie Grove Subdivision which shall be a public record.

6. "Duplex Lot" shall mean and refer to any plot of land to be used for duplex residential purposes and so designated on any subdivision plat or survey of the Prairie Grove Subdivision which shall be a public record.

7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the properties and which is recorded in the Office of the Recorder of Deeds for Sangamon County, Illinois.

8. "Common Areas" shall mean and refer to any and all real property owned by Developer and transferred to Association for the use, benefit and enjoyment of the members of the Association. Common areas may include streets, recreation areas, drainage areas, retention areas, green areas or utility areas.

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1 - Membership:

1. Every person or entity who is the owner of record of, or a contract of purchaser of, a fee interest in any single-family or duplex lot SHALL BE a member of the Association, subject to and bound by the Association's Articles of Incorporation, bylaws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any single-family or duplex lot merely as security for the performance of an obligation. Ownership of such lots shall be the sole qualification for membership.

2. No membership or initiation fee shall be charged nor shall members be required to pay at any time any amount to carry on business of the Association except to pay, when due, the charges, assessments and special assessments levied upon a member's lot as specified in the Declaration, the bylaws or as members of the Association may from time to time hereafter adopt.

Section 2. Voting and Voting Rights:

The owner or owners of each lot as designated on the survey plat, encompassing the Association shall be entitled to one vote per lot. The Developer will initially be entitled to one (1) vote for each lot, but as each lot is sold and conveyed, the purchaser thereof will be entitled to the vote assigned to the lot and the Developer will thereupon lose the vote associated with the lot as each lot is sold and conveyed.

Section 3. Bylaws.

The Association shall adopt such Bylaws as it may from time to time deem advisable in carrying out its duties and responsibilities hereunder.

ARTICLE III

COMMON AREA PROPERTY RIGHTS

Section 1. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, subject to:

1. The right of the Association to limit the use of the common areas to owners, tenants, contract purchasers, their families and guests.

2. The right of the Association to suspend the voting and enjoyment rights of an owner for any period during which any

assessment against his lot remains unpaid or for any infraction of the Association's rules and regulations.

3. The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes subject to the approval of the Chatham Village Engineer and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless two-thirds of the members entitled to vote agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, television, water, sewage, utilities and drainage facilities upon, over, under and across the Common Areas without the consent of the membership when such easements are requisite for the convenient use and enjoyment of the properties. Before any easements may be granted, the Association must receive permission from the Chatham Village Engineer.

Section 2: Upon the sale of two-thirds of all lots abutting a common area lot or after 18 months have passed from June 1, 1990, whichever occurs latest, the Developer at any time may deed the common area lot to the Association at the price of \$10.00. The Association must accept the land when it is deeded from the Developer, and must maintain the land from that date forward. The Developer must deed the common area lots within a given plat to the Association no later than five years after the land has been platted. Once a common area lot is deeded to the Association, the Association must purchase the lot for \$10.00 and maintain it.

Section 3: The Developer retains the right to purchase up to 10% of a common area lot at a price of \$.25 per square foot at any time as necessary to supplement the size of an adjoining lot. If part or all of the portion of the common area lot is designated for retention/detention area the owner of the lot which it is supplementing, will be responsible for the maintenance of it. In addition to being responsible for the maintenance the owner will also be prohibited from altering the lot in such a way to effect retention or drainage.

ARTICLE IV

COVENANTS FOR MAINTENANCE

AND ASSESSMENTS

Section 1: For each lot within the properties, every owner covenants, and each subsequent owner of any such lot by acceptance of deed or other transfer of title therefor, whether or not it is so expressed in such deed or transfer is deemed to covenant and agree to pay to the Association an annual assessment of charge for the creation and continuation of a maintenance fund, and such special assessments as may be levied as hereafter provided.

Section 2 - Purpose of Assessments: The assessments levied by the Association shall be used to provide funds for the maintenance of the detention area, taxes and other associated purposes and for such purposes as the Association may determine are for the benefit of its members, which purposes may include maintenance, improvement, landscaping and beautification of the Common Area. Funds may also be used to provide other services for the Association members to promote the health, safety and welfare of the resident

of the community and in particular for the acquisition, improvement, maintenance of, services and facilities related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance; the employment of attorneys and accountants; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs that arise. The Developer of Prairie Grove Subdivision envisions a total of 148 single-family lots representing 148 voting shares; and 25 duplex lots representing 25 voting shares, in the development. All costs for maintenance, management, taxes, improvements and all other expenses for the common area will be borne by the lot owners upon the assumption that each lot owner will be assessed based on the voting shares as a percentage of total shares. Lots owned by the Developer will not be assessed for these costs. Should the Developer not sell all of the lots within the Prairie Grove Subdivision, each lot owner will still only be assessed their voting share as a percentage of all lots planned for the subdivision.

Section 3: Lot Owners may make special improvements to the common area close to their lots and pay for the improvement. This may only be done with the agreement of the Association. Every owner shall have a non-exclusive right and easement of enjoyment to use

any special improvements subject to the provisions of Article III; Section I.

Section 4 - Creation of the Lien and Personal Obligation of he Assessment: In order to secure the payment at and after the due date as each assessment becomes due, there shall arise a continuing lien and charge against each lot, the amount of which shall include costs and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be a personal obligation of the person who was the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such owner of such obligation, if the same is not paid when due by the successor assuming it.

Section 5. - Exempt Property. The assessments, charges and liens created under Article IV shall not apply to the Common Areas. Any lot which Developer may hereafter designate for common use as part of the Common Areas or otherwise shall be exempt from the assessments and charges created therein. Any lot owned by the developer shall be exempt from the assessments, charges and liens created under Article IV.

Section 6. - Annual Maintenance Assessment. The annual assessment shall be fixed by the Association's Board of Directors, and shall be in an amount which will be sufficient in the judgment of the Board to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year. Assessments will begin the day the owner purchases the lot. The

initial assessment will not exceed \$10.00 per month until January 1, 1992.

Section 7. - Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the approval of two-thirds of the members. If special assessments are needed for detention³retention area improvements, approval of two-thirds of the members is not necessary.

Section 8. - Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate and to the extent allowed by law. The Association, its agents or representatives, may bring action at law against the owner personally obligated to pay the same or foreclose the lien against the lot to which the assessment relates, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of the assessment to the extent allowed by law. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his lot.

Section 9. - Subordination of the Lien to the Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage on any lot if, but only if, all assessments with respect to such lot having a due date on or prior to the date of such mortgage as filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as

relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage. The sale or transfer of any lot shall not affect any assessment lien. The sale of any lot which is subject to any mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. But, the Association shall have a lien upon the proceeds from the foreclosure or of sale junior only to the said foreclosed first mortgage, but senior to the equity of redemption of the mortgage owner. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL MAINTENANCE AND USE RESTRICTIONS

The Architectural Control Committee ("Committee") is composed of Robert L. Murphy and James A. Skeeters. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining member shall, within thirty (30) days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Section 1. - Approval of Plans and Architectural Committee. No construction, reconstruction, remodeling, alteration or addition

to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of the Committee as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason including purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. The Committee shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

Section 2. - Design and Site Approval. Buildings shall be erected on lots in a manner to provide architectural value to the Prairie Grove Subdivision. Therefore, no house, garage, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained nor shall any exterior addition to, change in or alteration of any of said structures be made, until a site plan, final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes, colors and graphics, and floor plans thereof, have been submitted to and approved in writing by the Committee as to harmony of exterior design and general quality with the existing standards of

the neighborhood and as to location in relation to surrounding structures and topography. The Committee shall act with all reasonable promptness upon receipt of such information to approve or disapprove the same. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing, stating with reasonable detail the reasons for disapproval, and the Committee's recommendations to remedy same. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

Section 3. - Subdivisions of Lots. By or with the written consent of this Committee, one or more lots as shown on the Subdivision plats or parts thereof, may be subdivided or combined to form one single building lot.

Section 4. - Improvement Setback and Use Restrictions.

- (a) All structures must be build to comply substantially with the plans and specifications as approved by the Committee and before any house may be occupied, it must be completely finished and a certificate of completion must be issued by the Committee.
- (b) The requirements contained in these Covenants shall prevail over the Chatham Zoning Ordinance to the extent that these covenants and restrictions are more restrictive than said Ordinance. The requirements contained in the Chatham Zoning Ordinance shall prevail over these Covenants to the extent that the provisions of said Ordinance are more restrictive than these Covenants.
- (c) Lots zoned R1A, R1, and R2 as shown in the attached Plat #1 Prairie Grove Subdivisions:

- A. All lots zoned R1A or R1 shall be used for residential purposes only, and except for such accessory buildings and garages for not more than two cars as may be permitted by the Chatham Zoning Ordinance, no building shall be erected, altered, placed, or permitted to remain on any lot other than on detached single family dwelling.
 - B. All lots zoned R2 shall be used for residential purposes only, and except for such accessory buildings as garages for not more than two cars, as may be permitted by the Chatham Zoning Ordinance, or garages for not more than two cars for each apartment, if constructed as a duplex. No building shall be erected altered, placed, or permitted to remain on any lot other than one detached single-family or two-family dwelling.
 - C. All lots zoned R5 or B1 shall be controlled by the Chatham Zoning Ordinance and owners of these lots shall be subject to the Village of Chatham, IL building restrictions and not these restrictive covenants.
 - D. All dwellings shall be permanently attached to a masonry or concrete foundation on appropriate footings for the climate of the Chatham area. All dwellings shall comply with the requirements of the Chatham Zoning Ordinance in all respects, including size, location, and height.
- (d) No residential structure shall be erected or placed on any zoned R1A or R1 lot unless it has the minimum square feet of living area, as follows:
- A. One-story dwelling: 1,150 sq. ft. of living area.
 - B. Two-story dwelling: 850 sq. ft. of living area on each of the two floors and both floors shall be above grade level of the lot, or hereafter defined.
 - C. Tri-level dwelling: 800 sq. ft. of living area on each of the two floors above grade level, with not less than an aggregate of 1,600 sq. ft. of living area on the two levels.
 - D. Bi-level dwelling: 900 sq. ft. of living area on floor above grade level, and 700 sq. ft. of living area on the floor below grade level, if the balance of the floor space of the dwelling

is used for an attached garage. If the balance of the floor space of the dwelling is not used for an attached garage, then there shall be an aggregate of 1,750 sq. ft. of living area on the two levels.

- E. All lots zoned R2 as shown on the attached Plat #1 of Prairie Grove Subdivision shall comply with A, B, C, or D if single-family structure, or if constructed as a duplex, will have at least 750 sq. ft. of living space for each apartment.

Grade level shall be that level of the lot as established at the building set-back line.

Living area shall be defined as the exterior measurements of the main dwelling structure, exclusive of porches, breezeways, patios, and garages.

- (e) On each lot upon which a dwelling is constructed, there shall be a side yard on each side as required by the Chatham Zoning or Building Codes. Garages and other accessory buildings shall be located as required by the Chatham Zoning Ordinance.
- (f) Grade levels for each lot shall remain in substantial conformity as existed at the time of platting this subdivision, and shall not be altered so as to interfere with the drainage from adjoining lots.
- (g) Minimum setback lines shown on the recorded plat of the properties are intended to be the minimums.
- (h) Boundary walls, excluding party walls, may be erected and hedges grown, but no higher than three (3) feet from the street right-of-way to the minimum building setback line. No fence of any type shall be permitted between the street right-of-way and the minimum building setback line. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the minimum building setback line to the rear property line.
- (i) Swimming pools shall not be nearer than ten (10) feet to any lot line, and must be located to the rear of the main dwelling.
- (j) Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers,

woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of neighboring lots, roads, streets, or open areas. Plans for all screens, walls and enclosures must be approved by the Committee prior to construction.

- (k) No lumber, brick, stone, either block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.
- (l) Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.
- (m) Outdoor television antennas and Satellite dishes shall only be erected with approval of the Architectural Control Committee, and shall be restricted to the backyard of a lot.
- (n) No owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.
- (o) All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.
- (p) Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc., shall be stored out of sight when not in use.
- (q) Any mailboxes not attached to the main dwelling structure shall be of a type consistent with the character of the Prairie Grove Subdivision, and shall be placed and maintained to complement the houses in the neighborhood.

- (r) No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement thereon without the prior written consent of the Committee. A professional sign of not more than five square feet advertising the property "For Sale" will be permitted without the prior written consent of the Committee.
- (s) No house, trailer, boat, boat trailer, camper, tent, shed, or any other such vehicle, trailer, vessel, or temporary structure shall be permitted on any lot unless screened from view of adjoining lots, street, and Common Areas, provided, however, temporary buildings and other structure shall be permitted during the construction period of houses or as a temporary real estate sales office of the Developer for the sale of lots. No garage, out-building or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.
- (t) Setback provisions herein prescribed may be altered by the Developer whenever in its sole discretion, the topography or configuration of any lot in said Subdivision will so require.
- (u) Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.
- (v) No spiritous, vinous or malt liquors shall be sold or kept for sale on said premises.
- (w) No trash, garbage, debris or other waste shall be permitted to accumulate on any lot and all of the same shall be kept in sanitary containers.
- (x) No person shall park or keep on the streets in or adjacent to said addition or on any lot any truck, bus, or camper in excess of one ton in size nor any motor vehicle which is not operative or which is not used for the ordinary transportation requirements of the people occupying the premises, or any stock car or any other type of racing vehicle, unless the same be kept within an enclosed garage.
- (y) Easements for the installation and maintenance of u utilities and drainage facilities are reserved as shown on the recorded plat of said Plat #1 Prairie Grove Subdivision.

Section 5. - Maintenance:

- (a) All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective owners, according to standards and guidelines adopted by the Board of Directors and approved by the Association. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. In the event an Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Committee, after approval by two-thirds (2/3) vote of the Association Board of Directors, it shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot enforceable to the same extent and collectible as provided for in Article IV, entitled "Covenant for Maintenance and Assessments". Although notice given as provided in Section 9 of this Article shall be sufficient to give the Association the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.
- (b) To preserve the natural integrity and beauty of the land, water, runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of three (3) inches or more than twelve (12) inches above the ground shall be cut, destroyed or mutilated except with the prior written consent and permission of the Committee; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any lot by the property owner thereof after such dead or diseased condition is first brought to the attention of the Committee and permission for such cutting and removal has been obtained.

Section 6. - Hobbies and Activities. The pursuit of inherently dangerous hobbies or activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or the Common Area without the consent of the Developer or Association.

Section 7. - Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which may be kept in reasonable numbers as pets for the sole pleasure and purpose of the occupants, but not for any commercial use or purpose. Birds shall be confined to cages.

Section 8. - Nuisances and Unsightly Materials. Each owner shall refrain from any act on his Lot which could cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the

foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pickup by garbage and trash removal service units: In the event any Owner of any developed Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon, or mailing to said owner at his property address requesting Owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense and Owner shall be personally liable to the Association for the costs of removal and the costs until paid shall be a permanent charge and lien upon such lot, enforceable to the same extent and collectible as provided for in Article IV, entitled "Covenant for Maintenance Assessments". By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to lots upon which houses are under construction.

Section 11. - Governmental Regulations. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provisions shall apply.

ARTICLE VI

EASEMENTS

Section 1. - General. Each Lot now or hereafter subject to this Declaration shall be subject to all easements shown or set forth in the recorded plat(s) of survey upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility services lines to, from or for each of the individual subdivision Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the elevation, direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. Within ten (10) days prior written notice to Owner, the Committee may enter upon the property for the purpose of removing obstructions in such easements upon Owner's failure to do so.

Section 2. - Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Developer or Association, firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

ARTICLE VII

INSURANCE

The Association, upon its organization, shall obtain comprehensive public liability insurance, including liability for injuries to an death of person, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association, each Owner, and their respective employees and agent, from liability in connection with the Common Areas and insuring the Association and Owners from liability for good faith actions beyond the scope of their respective authorities. Insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. - Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for twenty-five (25) years from date of recordation, at which time they shall be automatically extended for successive periods of ten (10) years each unless after said twenty-five (25) year period, it is agreed by the vote of a majority in interest of the then Owners of the above described property to change, amend or revoke the restrictions in whole or in part, except as they relate to the drainage/detention/retention area. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by

acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2. - Enforcement. If any person, firm, or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within the Prairie Grove Subdivision to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees and charges. Any failure by Developer or any property Owner to enforce any of said covenants and restrictions or other provisions in no event shall be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly validated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section 3. - Delegation and Assignability. Developer shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developer. Further, notwithstanding any other provision contained herein to the contrary. Developer

shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties; provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Developer also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, said Developer shall not be relieved of liability resulting from his failure to perform or negligent performance of his obligation under these covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligations under these covenants arising after such sale, transfer or conveyance.

Section 4. - Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreement and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all person claiming by, through or under Developer.

Section 5. - Sale by Mortgagee. Should any Lot now or hereafter made subject to this Declaration become subject to a mortgage as security in good faith for value, the holder thereof on becoming Owner of such interest through whatever means, or the Seller at

any sale under a power of sale therein contained, shall otherwise shall and the Purchaser shall take subject to the terms, covenants and provisions contained herein.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures this _____ day of _____, 19__.

Robert L. Murphy

James A. Skeeters

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, _____ a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that ROBERT L. MURPHY, personally known by me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, A.D., 1990.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, _____ a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that JAMES A. SKEETERS, personally known by me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, A.D., 1990.

Notary Public

My Commission Expires:
