DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS FOR
GLENDALE SUBDIVISION, THIRD ADDITION
CHATHAM, ILLINOIS

WHEREAS, Robert Roth was the original developer of Glendale Subdivision;

WHEREAS, Robert Roth recorded a Declaration of Easements, Covenants and Restrictions for the First Addition to Glendale Subdivision on December 12, 2004 with the Sangamon County Recorder's office as Document Number 2004R58903 ("First Addition Covenants");

WHEREAS, Robert Roth recorded an Amendment to the First Addition Covenants on February 25, 2005 with the Sangamon County Recorder's office as Document Number 2005R07188;

WHEREAS, Glendale Estates, LLC is the successor developer of the Glendale Subdivision and shall be hereinafter referred to as "Developer"; and

WHEREAS, Glendale Estates, LLC recorded a Declaration of Easements, Covenants and Restrictions for Glendale Subdivision, Second Addition on December 3, 2010, with the Sangamon County Recorder's office as Document Number 2010R47376 ("Second Addition Covenants")

WHEREAS, Glendale Estates, LLC is the owner of Lots 1 through 6 and lots 66 through 83 in Glendale Subdivision, Third Addition, a subdivision of the property whose legal description is set forth on Exhibit "A" attached hereto ("Second Addition").

WHEREAS, it is desirable to secure the best use and improvements of the lots therein and to protect the owners of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features; and

WHEREAS, the Developer desires to create a finer quality residential subdivision having a standard architectural harmony achieved through consistency of features such as color, texture, material type or exterior style, placement of landscape flora and the preservation of certain existing wooded areas in their natural state and through relative consistency of design; and

WHEREAS, to secure such objectives, said Developer desires to subject the lots in said subdivision to the following covenants and restrictions including, but not limited to, methods of construction and maintenance as will secure a continuous standard for the proper development of said subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the aforesaid Glendale Estates, LLC hereby declares that all lots and building sites in the Third Addition to the Glendale Subdivision, which is a subdivision of the real estate described in Exhibit A attached hereto, are under these covenants and restrictions, as provided more fully below, and shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. USE RESTRICTIONS

A. The term "building site" as used in this Declaration shall mean any lot of record, or a portion thereof, under a single ownership, whether owned by a trust, a partnership, a corporation, limited liability company, an individual or individuals, including ownership by tenancy in common, joint tenancy and tenancy by the entirety, intended for use as or used as the site and location of a single-family dwelling.

B. Developer hereby creates an ARCHITECTURAL CONTROL COMMITTEE composed of **Marti Rave** and **Tanner Rave**. The Architectural Control Committee ("Committee") shall have the right to prevent the clearing of a lot and subsequent excavation and grading prior to construction of the main residence upon such a lot according to the following: Prior to the construction of the main residence, a lot owner is required to seek approval of building plans through the Committee. The Committee shall consider quality of workmanship and materials, external design, location with respect to topography and finished grades, elevations and building lines, location of driveways and walkways and the preservation of certain existing trees and wooded areas. To comply with this requirement, each lot owner, prior to any construction of the lot, shall first submit a preliminary plan to the Committee stating, in general, the type, style, size and general design of the residence to be constructed, along with its location on the building site and the name of the lot owner's designated general contractor. After approval in writing of the preliminary plan by the Committee, the lot owner shall then submit two (2) sets of the actual plans and specifications of the improvement to be constructed. Such plans and specifications shall include the floor plan, exterior color schemes and materials, elevations and actual plat plan showing distances from easements and lot lines and the location of the finished grade height of the first floor. The lot owner agrees that he will not obtain a building permit until the Committee has approved the final plans. If no objection to the plans is raised by the Architectural Control Committee within twenty-one (21) days of submission of the final plans to said Committee, the plans shall be deemed to have been approved by said Architectural Control Committee.

C. The following minimum requirements shall apply to all residential improvements within this subdivision:

(1) Minimum square footage of living space (exclusive of enclosed porch, breezeway, or garage, above the ground of each residence constructed shall be as follows:

RANCH STYLE (Square feet on one level)	1,400	1,100
TRI-LEVEL of QUAD-LEVEL (Square feet on top two floors)	1,200	900
TWO-STORY (Square feet on top two floors)	1,800	1,500
CAPE COD (Square feet on main level)	1,200	1,000

OTHER PLANS – Square footage to be approved by Committee

(2) The minimum side yard dimensions shall be eight (8) feet from the building site property line, or as required by the ordinances of the Village of Chatham ("Village"), whichever is greater;

(3) The minimum front yard setback shall be thirty (30) feet on all front yards as defined in the Zoning Ordinance of the Village;

(4) All front yards and side yards, as defined by the Zoning Ordinance of the Village, shall be sodded rather than planted within thirty (30) days of completion of the structure by the owner, or within thirty (30) days of occupancy of the property by the owner, whichever shall first occur;

(5) Each single-family dwelling shall have an attached garage suitable for the storage of at least two (2) vehicles;

(6) The front exterior wall of each single or two-story residence or residential unit, gables excepted, shall be constructed of one hundred fifty (150) square feet of brick of a color and style approved by the Committee. The Committee shall have the right to grant exceptions to this requirement at its sole discretion. The color of all siding, shingles and other exterior surfaces shall be subject to approval by the Committee, at its sole discretion;

(7) The roof shall have a minimum slope of six and one-half (6 ½) vertical feet for each twelve (12) horizontal feet. The Committee shall have the right, at its sole discretion, to grant exceptions to this requirement;

(8) No above-ground swimming pools shall be permitted on any building site. In-ground pools shall be permissible; provided, however, that any fence enclosing such in-ground pool shall be subject to prior approval by the Committee;

(9) All wooden fences and other types of fences shall be subject to approval of the Committee as to both design and materials. No metal fence, hurricane fence or other chain link fence shall be permitted, other than an open wrought-iron type, subject to approval by the Committee, at its sole discretion. All fences of whatever type and nature, and wherever located, shall be approved by the Committee prior to commencement of construction;

(10) No outside or unattached storage buildings or detached garages shall be permitted on any building site. This requirement may be waived upon approval of specific plans by the Committee, at its sole discretion;

(11) Except as required by state or federal law, no satellite dish, television antennae or similar device in excess of thirty-six (36) inches in diameter used for television reception shall be placed or located upon any building site or attached to any building or any structure adjacent to any building; and

(12) All mailboxes located within Glendale Subdivision shall be of a uniform design, construction and installation as approved and required by the Committee. No separate mailbox or other receptacle for newspapers or other periodicals shall be placed upon said mailbox without the permission of the Committee.

The foregoing requirements shall be in addition to any other requirements set forth elsewhere herein.

D. The Committee, at its option, may delegate the duties specified herein to the Glendale Subdivision Homeowners Association ("Association"). In the event such a delegation shall occur, the Association shall then retain the power and duty to enforce the duties of the Committee as an additional power and duty to those set forth in Section 4 herein. **Marti Rave** and **Tanner Rave** may name additional members to the Committee, as may the successors, heirs and assigns of Glendale Estates, LLC, until such time as the duties of the Committee have been fulfilled or turned over to the Association.

2. RIGHT-OF-WAYS AND EASEMENTS.

Right-of-ways and easements for installation and maintenance of utilities, water retention facilities, drainage facilities and boulevards are reserved as shown on the recorded plat. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain that may damage or impair the function, or interfere with the installation and maintenance, of utilities or easements. Any improvements so located shall be removed upon the request of the Developer, his successors or assigns, or any public utility using said area at the expense of the owner of said lot or tract. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements a public utility or authority is obligated to maintain.

3. HOMEOWNERS ASSOCIATION.

A. Every person or entity who is the record owner of a fee or undivided fee interest in any building site or any part thereof in the case of ownership of an individual duplex or

condominium unit shall be deemed to have membership in the Glendale Subdivision Homeowners Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one (1) or more persons, shall have more than one (1) membership per building site. In the event of multiple owners of a building site, voting rights and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to, and may not be separated from, ownership of any building site. Ownership of a building site shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or member's spouse; provided, however, in no event shall more than one (1) vote be cast, nor office held, for each building site.

B. The Developer shall incorporate the Glendale Subdivision Homeowners Association and shall draft, execute and file Articles of Incorporation and By-Laws for the Association consistent with the terms and conditions of this Declaration. The Developer shall cause the formation of the Association within one hundred-eighty (180) days of the time that the Developer has sold fifty (50) lots in the recorded final plats of Glendale Subdivision or at such earlier time as the Developer, at his sole option, shall elect.

C. Except as specifically provided otherwise herein, each owner of a building site shall be liable for his proportionate share of the cost (based upon the percentage of the lots owned by an owner as to the total number of lots in the plat of record, as amended from time to time to include additional Glendale Subdivision plats) for the proper maintenance of water retention facilities, drainage facilities and boulevards and common areas within the subdivision; which water retention facilities, drainage facilities and boulevards are described below and which may be added to from time to time to include additional water retention facilities, drainage facilities and boulevards upon completion and inclusion of additional plats in the subdivision under these or subsequent protective covenants. Costs and fees shall be assessed by the Developer, or Association, based upon actual or reasonable projected costs for maintenance of the water retention facilities, drainage facilities and boulevards, and payment thereof shall be mandatory. Any maintenance fee assessed by Developer or by the Association, and not paid within thirty (30) days of its assessment shall constitute a lien upon the property of the delinquent owner, "which lien shall be" subject to enforcement of foreclosure-in accordance with the provisions of Illinois law. Developer agrees that from the date of the recording of this instrument until formation of the Association, it will maintain the easement areas, drainage facilities, boulevards and common areas, and collect and assess the maintenance fees. After formation of the Association, the maintenance of easement areas, drainage facilities, boulevards and common areas, and collection of the maintenance fees shall be performed by the Association. Water retention and drainage facilities shall be maintained as set forth in subsection F below.

D. Owners of individual lots, or portions thereof, shall mow, landscape or otherwise maintain the surface of utility easements located upon their property. Any utility easements not located upon the property of an individual lot owner shall be mowed, landscaped and maintained by the Developer until the formation of the Association, which shall then maintain said easements.

E. The easement areas, drainage facilities, boulevards and common areas to be maintained by the Developer or the Association referred to above are as follows:

(1) The entrance areas of Glendale Subdivision, including the planting areas on any of the entrances;

(2) Water retention facilities, where constructed either within or outside of Glendale Subdivision;

(3) Boulevards, where constructed, whether or not within any public right-of-way;

(4) Utility easements not located upon any individual lot or privately owned parcels; and

(5) Lots 1001 and 1002 and any and all lots subsequently dedicated as public area lots, which are part of any final plat subject to this Declaration.

F. Twelve (12) months after the date of completion of construction of any water retention facilities set forth in any plats, or upon incorporation, whichever shall later occur, the Association shall have the obligation to maintain all water retention facilities and drainage facilities in accordance with the requirements of applicable ordinances of the Village. The purpose of this subsection is to set forth that the Developer will maintain any water retention and drainage facilities for one (1) year after completion of construction regardless of the date of plat approval or the date of incorporation of the Association.

G. At the time of the formation of the Homeowners Association, the Developer shall deed the real estate designated as common areas to the Homeowners Association and turn over the improvements on the common areas if any, in good condition and repair. The Developer shall not be required to maintain a reserve fund for repair or maintenance of the common areas prior to conveying them to the Homeowners Association, provided that the improvements on the common areas are in good repair when conveyed to the Homeowners Association.

In the event that the Developer is required by statute, law or judicial order of a court of competent jurisdiction, to keep a reserve fund, or is required by statute, law or judicial order of a court of competent jurisdiction to maintain or turn over a reserve fund to the Association, then the Developer shall be entitled to contribution from each lot or building site owner within the subdivision for that owner's proportionate share of the reserve fund, as well as that lot owner's proportionate share of funds expended by the Developer on general maintenance or repair of common areas during the time that the lot or building site owner owned said property within the subdivision. In the alternative, the Developer may set-off an amount equal to the proportionate share of the reserve fund and maintenance or repair of the common areas due from each lot or building site owner against the Developer's obligation, if any, to maintain and turn over a reserve fund to the Association.

4. ASSOCIATION BOARD: POWERS AND DUTIES.

A. The directors named in the Association's Articles of Incorporation shall (i) constitute the Association's first Board, (ii) shall hold office, and hold and exercise all of the rights, duties, powers and functions of the Board set forth in this Declaration and the By-Laws, until the first election of Directors by the members of the Association at the first annual membership meeting.

B. The Board shall have all powers necessary to conduct of the affairs of the Association as provided by this Declaration, by applicable law, and by the Articles of Incorporation and By-Laws of the Association, which are not specifically reserved to the members or the Developer herein. Without limitation thereon, the Board shall have the power and obligation to perform the following duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, insure, pledge, convey, transfer or dedicate real or personal property for the benefit of the members in connection with the affairs of the Association, except the acquisition, mortgaging or disposal of common areas and/or improvements shall be subject to the conditions and limitations provided herein;

(2) Rule Making. To establish, modify and enforce rules and regulations for the use of the properties as provided herein, and to review, modify and approve architectural standards as recommended by the Committee;

(3) Assessments. To fix, levy and collect assessments as provided for herein, and to enforce lien rights created by law and by this instrument;

(4) Easements. To grant and convey easements to the common areas as may become necessary, subject to the conditions and limitations provided herein;

(5) Employment of Agents. To employ, enter into contract with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association;

(6) Enforcement of Governing Documents. To perform acts as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed, and suspending membership rights to enforce or effectuate any of the provisions of the governing document; and

(7) Membership Meetings. To call the first annual meeting of the members of the Association within one hundred-eighty (180) days after fifty (50) lots have been transferred from Developer to Class "A" members, or such earlier time designated by Developer in a written notice of the first annual membership meeting, which shall be sent to the members at least ten (10) days in advance of such meeting. Notwithstanding anything to the contrary in this Declaration, until the date of said first annual membership meeting no Class "A" member shall have any voting rights, and the right of each such Class "A" member to vote on any matter is hereby denied until such meeting. Each annual meeting of the members of the Association, following such initial annual membership meeting, shall be held at the time and place to be

designated at the initial annual membership meeting.

5. OWNERS' RIGHTS.

Every owner shall have a right and easement of enjoyment in and to the common areas, which shall be appurtenant to and shall pass with the title to every building site, subject to the following:

A. The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the common areas and to impose reasonable limits on the number of guests who may use the facility;

B. The right of the Association to suspend the voting rights and right to use the common areas and facilities by any owner for any period during which any assessment of the Association against said owner's building site remains unpaid, and for any infraction by an owner of the Association's published rules and regulations for the duration of the infraction, and for an additional period thereafter not to exceed sixty (60) days;

C. The right of the Developer, with regard to the properties which may be owned for the purpose of development, to grant easements in and to the common areas contained within the properties to any public agency, authority or utility for such purposes as benefit the properties or parties thereof and owners of building sites contained therein;

D. The right of the Association, by a majority vote of all of the members of the Board, to (i) borrow money for the purpose of improving the common areas, or any portion thereof, (ii) for acquiring additional common areas, (iii) for constructing, repairing or improving any facilities located or to be located thereon, and (iv) to give as security for the payment of any such loan a mortgage covering all, or any portion of, the common areas; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Developer or any owner, or any holder of any mortgage, irrespective of when executed, given by Developer or any owner encumbering any building site or other property located within the properties; and

E. The right of the Association to dedicate or transfer all or any portion of the common areas to any public agency, authority or utility for such purposes, and subject to such conditions, as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless such dedication or transfer has been approved by at least sixty-six and two-thirds percent (66 2/3%) of:

(1) The votes that the Class "A" members present, or represented by proxies, are entitled to cast at a meeting duly called for such purposes; and

(2) The votes that the Class "B" member is entitled to cast, whether present or represented by proxy, at a meeting duly called for such purposes, so long as such Class "B" membership shall exist.

F. The right of the Association with regard to the properties that it may own, to grant easements to Developer, any public agency, authority or utility for such purposes as benefit the properties, or portions thereof, and owners of building sites contained therein.

6. VOTING.

The Association shall have two classes of membership, Class "A" and Class "B"; as follows:

A. Class "A". Class "A" members shall be all owners, with the exception of the Developer, any successor of the Developer who takes title for the purpose of development and sale, and anyone holding one (1) or more building sites for the purpose of development or sale. Class "A" members shall be entitled to one (1) vote for each building site in which they hold the interest required for membership by Section 3 hereof. When more than one (1) person holds such interest in any building site, the vote for such building site shall be exercised as those owners, themselves, determine and advise of in writing to the secretary prior to any meeting. In the absence of advising the secretary, the building site's vote shall be suspended in the event that more than one (1) person seeks to exercise it. If a building site is owned by a corporation, limited liability company, partnership or trust, such entity shall designate in writing the person authorized to vote on behalf of such entity.

B. Class "B". The Class "B" member shall be the Developer. The Class "B" member shall be entitled to four (4) votes for each building site in which it holds the interest required for membership by Section 3, provided that the Class "B" membership shall cease and become converted to Class "A" membership upon the happening of either of the following events, whichever occurs earlier:

(1) When the total vote outstanding of the Class "A" membership equals the total votes outstanding of the Class "B" membership; or

(2) At such time as Developer voluntarily relinquishes its Class "B" membership rights.

7. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environment of the properties for the common benefit and enjoyment of the owners and occupants of residences, improvement and maintenance of the common areas and other common facilities and areas of common responsibilities including, but not limited to, repair, replacement and additions thereto, and for the cost of labor, equipment and materials, management and supervision thereof, all as may be authorized from time to time by the Board of Directors.

8. CREATION OF LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS.

Each owner of a building site, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

A. An entering membership fee;

B. Annual assessments;

C. Special assessments and/or individual assessments against any particular building site shall be established and collected pursuant to the terms of this Declaration including but not limited to, reasonable fines as may be imposed herein.

All such assessments together with interest thereon, late charges and costs of collection thereof, including reasonable attorneys' fees, shall:

(1) Be a charge and a continuing lien upon the building site against which any such assessment is made and;

(2) Be the joint and several personal obligation of each person who was an owner of said building site at the time when any such assessment made against said building site fell due.

No owner shall be entitled to a refund of any portion of the entering membership fee, any annual or special assessment or installment of a special assessment paid by him, even though said owner's membership in the Association terminates prior to expiration of the period covered by any such assessment or installment theretofore paid by him. No owner may avoid or escape liability for the entering membership fee or any annual or special assessment, or individual assessment, imposed or levied pursuant to this Declaration by abandonment of his property or by attempted waiver as a non-user of the benefits of membership in the Association or of common areas and facilities.

9. ENTERING MEMBERSHIP FEE.

Each person or entity which holds all ownership interest in a building site by acceptance of a deed therefore, whether or not it shall be so expressed *in* any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association within ten (10) days after first becoming a member of the Association, an entering membership fee of One Hundred Dollars ($100.00) to be used by the Association for the same purposes for which annual and special assessments may be levied; provided, however, that no person or entity shall be required to pay the entering membership fee more than once, without regard to the number of building sites in which said owner from time to time may hold an ownership interest, and without regard to the number of times said owner may again become a member of the Association after said owner's initial membership therein terminates.

The entering membership fee shall not be paid by any builder or general contractor who purchases a building site for construction and resale, provided that the lot is resold within one (1) year from the date of purchase; provided, however, that any person or entity to whom the builder or general contractor transfers title shall be responsible and liable for payment of the One Hundred Dollar ($100.00) entering membership fee as provided in the preceding paragraph.

10. ANNUAL ASSESSMENT.

It shall be the duty of the Board, at least thirty (30) days prior to the Association's annual meeting, to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the proposed budget, and the assessments to be levied against each building site for the following year, to be delivered to the last known residence address of each member at least thirty (30) days prior to the meeting. The budget and assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one percent (51%) of the total Association membership votes including those votes of the Class "B" member. Notwithstanding the foregoing, in the event the members disapprove the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue from the succeeding year. Notwithstanding the other provisions of this Declaration, the annual assessment will be Thirty-Five Dollars ($35.00) per building site until such time as the first annual Association meeting is held. The Thirty-Five Dollar ($35.00) annual fee shall be paid by all owners of vacant building sites, but shall not be paid by the Class "B" member.

11. SPECIAL ASSESSMENTS.

In addition to the annual assessment authorized above, the Association may levy in any calendar year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or maintenance of a described capital improvement upon the common areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the total membership, including the Class "B" member, who are voting in person or by proxy at the meeting duly called for this purpose; written notice of which shall be sent to all members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

12. INDIVIDUAL ASSESSMENT.

In the event that the need for maintenance or repairs of the common areas is caused by the willful or negligent act of an owner, his family, guests or invitees, or in the event that an owner of any building site shall fail or refuse to maintain such building site or repair or replace the improvements situated thereon in a manner satisfactory to the Board, the Association, after approval by a vote of seventy five percent (75%) of all members of the Board, shall give such written notice of the Association's intent to provide the required maintenance, repair or replacement at such owner's sole cost and expense. The owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or if such work cannot be accomplished within said fifteen (15) day period, to commence said maintenance, repair or replacement. If such owner fails or refuses to discharge properly his obligations as outlined above, the Association shall have the right, through its duly authorized agents or employees, to enter, at reasonable hours of the day, upon said building site to perform such work. The

Association may then levy an individual assessment upon any building site to cover the cost and expense incurred by the Association in fulfilling the provisions of this Section.

13. EXEMPTION FROM ASSESSMENT.

The following property subject to this Declaration shall be exempt from all assessments, charges and liens created herein:

A. All properties to the extent of any easement or other interest therein dedicated and accepted by any public authority and devoted to public use;

B. All common areas as defined herein; and

C. Any vacant land or building sites owned by a Class "B" member, unless a building site is occupied as a residence. Any such land or building sites owned by a Class "B" member shall be maintained by such Class "B" member at such member's sole cost and expense. This exemption shall be retained by the Developer, with respect to vacant land or building sites still owned by the Developer, after formation of the Association upon termination of Class "B" membership.

14. ASSESSMENT DUE DATES.

The annual assessment installments for each building site shall commence on the first day of the month following the transfer of ownership of the building site from Developer to the owner, and shall become due and payable on the first day of each month thereafter. The method of payment and due dates for special assessments shall be as established by the Association in accordance with this Declaration, its Articles and By-Laws. The method of payment and due dates for individual assessments, shall be as determined by the Board in accordance with this Declaration. The Association shall prepare a roster of building sites and assessments applicable thereto, which shall be open to inspection by any member upon reasonable notice to the Board.

15. COMPUTATION.

Annual and special assessments shall be charged equally against each building site.

16. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.

Any assessments that are not paid when due shall be delinquent. Any assessment or assessment installment delinquent for a period of more than ten (10) days may incur a late charge in such an amount as the Board may determine from time to time. The Association shall cause a Notice of Delinquency to be given to any member who has not paid within the ten (10) days following the due date. If the assessment or assessment installment is not paid within thirty (30) days following issuance of the Notice of Delinquency, the Association may declare the entire balance of such assessment for the remainder of such annual period due and payable in full, and a lien as herein provided for shall attach and, in addition, the lien shall include the late charge, interest on the principal amount due at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorneys' fees actually incurred, and any

other amounts provided for or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts or to foreclose its lien. Each owner, by acceptance of a deed or other conveyance to a building site, vests in the Association or its agents the right and power to bring actions against such owner or owners personally for the collection of such charges as a debt, and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this paragraph shall be in favor of the Association and shall be for the benefit of all other owners. The Association, acting on behalf of the owners, shall have the power to bid on the building site at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same, No owner may waive or otherwise escape liability for the assessments provided for herein including, by way of illustration but not limitation, abandonment of the building site.

The Board shall likewise have the right to use forcible entry and detainer proceedings to enforce the rights provided to the Board under this Declaration as permitted from time to time by the laws of the state of Illinois.

17. SUBORDINATION OF LIEN.

The lien provided for in this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon the building site subject to assessment; provided, however, that such subordination shall apply only to the assessments that have become due and payable prior to a sale or transfer of such building site pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

18. ESTOPPEL CERTIFICATES.

The Association shall, upon request of a member at any reasonable time, furnish an estoppel certificate signed by an officer or other authorized agent of the Association setting forth the amount of unpaid assessments and/or other charges, if any, against said member's building site up to a given date or time of conveyance. The Association shall also certify as to whether or not there are violations of the governing documents on the building site as of the date of preparation of the certificate. Said certificate shall be delivered to the place of closing, and all outstanding assessments and other charges, if any, and a reasonable charge as determined by the Board to cover the cost of providing such certificate, shall be deducted from the seller's account at the closing and transmitted directly to the Association.

19. MAINTENANCE, REPAIRS AND SERVICES BY THE ASSOCIATION.

The Association shall, subject to the provisions of this Declaration and the By-Laws of the Association, maintain and keep in good repair the areas of common responsibility, which responsibility shall be deemed to include by example, and not by limitation, the following:

A. Maintenance and repair of all common areas and facilities including park areas, landscaping, utility lines, pipes, wires and conduits not dedicated to any public authority, if any;

and

B. Furnish and provide the necessary maintenance and repair services for the utility systems and for any controlled discharge drainage collection facility serving the properties and the improvements situated thereon.

20. EASEMENT.

The Association is hereby granted an easement of use and right-of-way on, over, in, under and through all building sites in order to comply with the terms of this Declaration, and entry on any building site for such purpose shall not be deemed a trespass.

21. ENFORCEMENT AUTHORITY.

The Board of Directors of the Association shall be authorized and empowered to:

A. Make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the properties;

B. Impose reasonable fines, which shall constitute a lien upon the building site of a member, and/or suspend such member's right to use the common areas and the right to vote for not more than thirty (30) days of such time as a violation may continue, and sixty (60) days thereafter for violation of this Declaration, the By-Laws or any rules and regulations which have been duly adopted by the Association; and

C. Commence an action in any court of competent jurisdiction, on behalf of the Association and all owners to abate any nuisance or otherwise to protect the values and integrity of the community.

22. ENFORCEMENT PROCEDURE.

The Board shall not impose a fine, suspend voting, begin court action, or infringe upon any other rights of a member or other occupant for violation of rules, unless and until the following procedure is followed:

A. Demand. Written demand to cease and desist any alleged violation shall be served upon the alleged violator specifying:

(1) The alleged violation;

(2) The action required to abate the violation; and

(3) A time period, not less than ten (10) days, during which the violation is continuing, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing at the time the written demand is sent.

B. Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

(1) The nature of the alleged violation;

(2) The time and place of the hearing, which time shall be not less than ten (10) days from the date of notice;

(3) An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and

(4) The proposed sanction to be imposed.

C. Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

23. EROSION CONTROL AND LANDSCAPE WASTE.

During clearing and construction, until all exposed dirt from excavating has been removed from the building site or brought to an approved final grade surrounding the dwelling unit, and until the building site is permanently landscaped with vegetation or landscaping material, the building site owner shall prevent the erosion and washing of soil from the building site by employing the following measures:

A. Disposing of all landscape waste such as brush, weeds, removed trees and excess dirt in a lawful fashion by burial, incineration or removal, without causing damage to an adjacent building site or other property within Glendale Subdivision;

B. In the case of making improvements to a building site, the owner shall place, or require a general contractor or sub-contractor to place, all excavated soils deposited within the building site at least five (5) feet from any lot line, and the owner or general contractor or sub-contractor shall not place any soil piles on an easement or right-of-way of record. During and prior to completion of construction efforts, the building site owner, or contractor of the building site owner's designation, shall erect and maintain a water permeable cloth dike of suitable strength and durability across the front of a building site and around the perimeter of excavated soil piles or shall employ other effective means to prevent such soils from eroding or washing into easements or right-of-ways or other building sites. Such dikes or other systems shall be maintained until the excess soil has been brought to approved final grade or removed from the building site.

C. Immediately after the final grade has been established and approved on the building site, the building site owner shall provide and install vegetation to cover exposed soils by planting approved ground cover, sodding, seeding and straw, or covering the exposed areas with approved landscape material to prevent erosion. Drainage easements on building sites shall be maintained by the building site owner according to the plat of record and the specifications of final grade as approved by the Village engineer.

D. Soils, mud and landscape waste carried from a building site onto other properties and common areas such as easements, right-of-ways and roadways by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily, or as necessary, at the expense of the building site owner.

E. The Developer, his successors and assigns, shall have the right to enter a building site at any time for the purpose of preventing and arresting undue erosion at the expense of the building site owner, if the building site owner or his designated contractor is unwilling or unable to prevent such erosion.

24. CONSTRUCTION MATERIAL WASTE.

At each building site, excess material and waste from construction shall be gathered and disposed of regularly in a lawful fashion. No building site shall be used or maintained at any time for a dumping ground.

25. DRIVEWAYS.

Driveways shall be constructed of concrete or other similar material as approved by the Committee.

26. NUISANCES AND TRASH.

A. No noxious or offensive trade or activities shall be carried on in said subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood.

B. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be erected or placed upon any building site at any time, except during the construction period, without approval of the Committee. No unattached garage or outbuilding shall be approved by the Committee unless it is compatible with the existing dwelling on the premises and is of comparable quality and construction.

C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site in said subdivision, except dogs and cats and other common pet animals, and not for any commercial purposes.

D. All weeds shall be kept cut on sold vacant building sites, and no vacant building sites shall be permitted to fall into an unsightly condition, except that the building site owner shall not be obligated to clear natural wooded areas of brush and undergrowth. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste

shall be kept in sanitary containers. Any vacant building site that falls into an unsightly condition may be mowed or cleaned up by the Developer or Association at the expense of the owner.

E. No permanent fence shall be constructed in front of a residence without the prior approval of the Committee. In the case of corner building sites, both street sides of the residence shall be considered as front lines.

27. VEHICLES.

No building site owner or occupant shall permit any truck (other than a pickup truck kept for personal, non-commercial use), semi-tractor truck, commercial vehicle, recreational vehicle, boat or trailer including, without limitation, cargo trailer, campers, house trailers, mobile homes or carryalls to be parked or stored on the building site, in the driveway or in the street in front of or alongside of the building site. This shall not prevent the building site owner or the occupant from storing a truck, commercial vehicle, boat or trailer owned by such owner or occupant, or used by him in his business, in any garage on the premises. No derelict vehicles shall be kept or stored on any building site.

28. SIDEWALKS.

After the construction of the sidewalk in front of a building site and acceptance by the Village engineer or his representative, the building site owner shall be responsible for replacing any broken section at his own expense.

29. DURATION OF RESTRICTION.

The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument rescinding or modifying these covenants, which is signed by more than seventy-five percent (75%) of the then record owners of the building sites delineated in this Third Addition and any other plats of said Glendale Subdivision, shall be recorded in the office of the Recorder of Deeds of Sangamon County, Illinois. Each building site or dwelling unit entitled to vote in matters pertaining to the Association shall have one (1) vote agreeing to change or rescind said covenants in whole or in part. No amendment to these covenants and restrictions shall operate to terminate the existence of the Association, nor shall it relieve the Association of its obligations hereunder to assess fees and maintain all water retention facilities, drainage facilities, non-private utility easements and boulevards as set forth in this plat and subsequent plats for Glendale Subdivision.

30. REMEDIES FOR VIOLATION.

In the event of a violation or breach of any of these covenants and restrictions, the Developer, the Association, or any person or entity enjoying the benefits of these restrictions, shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them. The Association and the Developer shall, in addition, have the right to be compensated for actual

expenses incurred as a result of any proceeding brought to enforce these restrictions or to remedy a breach or violation thereof, including reasonable attorneys' fees, expenses and costs.

31. NOT A CONDOMINIUM OR MASTER ASSOCIATION.

This instrument is not a declaration of condominium, nor a master association under the Illinois Condominium Act (765 ILCS 605/1, et seq.). It is not contemplated that the Association to be formed hereunder will render any services to, or maintain improvements upon, any of the lots as herein described. Any reference herein to the Illinois Condominium Property Act is for the purpose of acknowledging that the Developer may constitute a "Common Interest Community" under said Act.

32. INSURANCE.

A. Liability Insurance. The Association shall obtain public liability insurance covering all of the common areas and insuring the Association and the owners as its and their interests may appear, in such amounts as the Association may determine from time to time; provided, however, that the minimum amount of coverage shall at no time be less than Five Hundred Thousand Dollars ($500,000.00) for personal injury to any one (1) person, and One Million Dollars ($1,000,000.00) for personal injuries suffered in any one (1) incident. Premiums for the payment of such liability insurance shall be assessed against the owners as part of the common areas costs and allocated among all of the owners as provided herein. Each owner shall be responsible for obtaining and paying for his personal liability insurance.

B. Casualty and Other Insurance.

(1) All personal property included in the common areas and/or owned or used by the Association, if any, shall be insured for its replacement value, and the Association shall maintain workers' compensation insurance and such other insurance as the Association deems necessary. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the owners as part of the common areas costs and spread among all of the owners as provided herein.

(2) Loss Payable Provisions. All liability and workers' compensation insurance policies purchased by the Association shall be for the benefit of the Association, and all policies of casualty insurance covering the common areas shall have a loss payable clause in favor of the Association, and any and all proceeds for any loss shall be paid to the Association or its successors for the use and benefit of the Association. The Association shall be the agent for all of the owners for the purpose of negotiating and settling all claims against the insurance company involved and may, in its discretion, establish trust funds to the extent authorized by and in accordance with the Illinois Condominium and Common Interest Community Risk Pooling Trust Act, as amended from time to time (765 ILCS 605/12.1).

(3) Utilization of Insurance Payments. In the event of a casualty loss to improvements within the common areas, and the proceeds of the insurance are paid to the Association for such loss or damage, the Association shall enter into a contract with a reputable contractor authorized to do business in Sangamon County, Illinois for the repair and restoration of such damaged property. The Association shall determine the amount of money required to rebuild or repair,

and if there are insufficient insurance proceed in the hands of the Association to pay for such repairs, then the deficiency shall be supplied by the Association, and such deficiency shall be borne by and assessed to all of the owners as provided herein. If the insurance proceeds are sufficient for, or in excess of the amount needed for, said repairs, then the Association shall have the property repaired, and any surplus or excess shall be credited against the common areas costs. The Association, prior to and during the reconstruction and repair, shall disburse monies from the proceeds of the insurance award only for the repairs and restoration and only upon the written invoice of the contractor and inspection of the work by the Association. All monies shall be paid by the Association directly to the contractor performing the repair work, who shall deliver to the Association releases and lien waivers from all parties who furnish work, labor, services and materials for said repair and restoration. The Association shall assume the responsibility of determining the payments for the repair and restoration have been properly made from such insurance proceeds. Notwithstanding anything to the contrary provided herein, the Board of Directors of the Association shall not be obligated to repair and restore such damaged property where, in its sole discretion, said Board determines that it is in the best interests of the Association and its members, as a whole, to remove such damaged property and use the net proceeds as a credit against the common areas costs.

33. SEVERABILITY.

Invalidation of any one (1) or more of these covenants or restrictions by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and effect.

34. ADDITIONAL PLATS.

The Developer reserves the right from time to time to dedicate additional plats of Glendale Subdivision, provided such plats shall be part of the real property described in Exhibit "B" attached hereto. The owners of any building site, duplex dwelling unit or condominium unit shall become members of the Glendale Subdivision Homeowners Association and shall be subject to the terms of this Declaration of Easements, Covenants and Restrictions. Such election shall be at the discretion of the Developer. **This Declaration of Easements, Covenants and Restrictions for the Third Addition of Glendale subdivision is a continuation of the Second Addition Covenants, recorded on December 3, 2010, as Document Number 2010R47376, and the First Addition Covenants as amended, recorded on December 9, 2004 as Document Number 2004R58903 by the original developer, Robert Roth with the Sangamon County Recorder's office.**

35. RIGHTS OF THE VILLAGE OF CHATHAM.

The Village of Chatham shall be a third party beneficiary to the drainage provisions of these covenants and shall have the right to require the Association to enforce these covenants, or the right to enforce the covenants itself, against either the Association or an individual property owner within the subdivision, with respect to maintenance of drainage swales, detention areas and other drainage improvements located within the subdivision. The Village shall have the right to require the Association or any individual property owner to restore any alterations in any drainage swale, detention area or other drainage improvement and to require the removal of any obstruction to any drainage swale, detention area or other drainage improvement.

36. COMMON AREAS.

Lots 1001 and 1002 are public areas and shall be owned by the Association, subject to the option to purchase Lot 1001 in favor of the Village of Chatham as set forth in the Annexation Agreement between the Village of Chatham and Robert Roth dated the 22nd day of June, 2004.

37. LIMITED MEMBERSHIP LOTS.

Lots 26 and 27 are zoned B-1, business district, under the Zoning Ordinance of the Village of Chatham and shall not be subject to any use restrictions or other restrictions contained in these covenants; provided, however, that the owners of Lots 26 and 27 shall be members of the Association, and subject to assessment by the Association, for maintenance of the drainage swales, detention areas and other drainage improvements contained in property covered by this plat and covered by future plats of Glendale Subdivision. Each lot shall be liable for one pro rata share, with every other platted lot, of the cost of maintenance of the drainage swales, detention areas and other drainage improvements and shall have one vote each on matters pertaining to drainage swales, detention areas and other drainage improvements and the maintenance thereof. Otherwise, said Lots 26 and 27 shall not be subject to these covenants and conditions.

38. MISCELLANEOUS.

The Developer, at any time, retains the right to amend these covenants and restrictions to resolve any ambiguity, conflict, scrivener's error or similar reformation of this instrument without the consent of any owner of property within Glendale Subdivision, all plats. Such amendment shall be effective upon recording said corrective document with the office of Recorder of Deeds, Sangamon County, Illinois and shall be binding on the owners of lots or parcels in Glendale Subdivision, all plats.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this document for uses and purposes herein set forth this 24th day of April, 2014.

GLENDALE ESTATES, LLC, an Illinois Limited Liability Company

By: _____
MARTI RAVE, a Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that **MART RAVE** personally known to me to be a **Manager** of **GLENDALE ESTATES, L.L.C., an Illinois Liability Company**, 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 his free and voluntary act, and the free and voluntary act of the **GLENDALE ESTATES, L.L.C., an Illinois Liability Company**, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24th day of April, 2014.

Brenda A. Duncan
Notary Public

OFFICIAL SEAL
BRENDA A DUNCAN
Notary Public - State of Illinois
My Commission Expires Jan 20, 2017

This Instrument Prepared By
and should be returned To:
Elizabeth B. Megli
Livingston, Barger, Brandt & Schroeder
115 W. Jefferson Street, Suite 400
Bloomington, IL 61701
Telephone: (309) 828-5281
Facsimile: (309) 827-3432

EXHIBIT "A"

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF CHATHAM, COUNTY OF SANGAMON , STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 9 DEGREES 6 MINUTES 21 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, ALSO BEING THE SOUTH LINE OF OAKBROOK ESTATES PLAN NO. 4, AN ADDITION TO THE VILLAGE OF CHATHAM AS PER PLAT RECORDED AS DOCUMENT NO. 97-38086 OF THE RECORDER'S OFFICE, SANGAMON COUNTY, ILLINOIS;

EXHIBIT "B"

Description of Entire Property
Covered by Preliminary Plan

The East Half of the West Half of the Northeast Quarter of Section 7, Township 14 North, Range 5 West of the Third Principal Meridian, EXCEPT a tract described as follows: Beginning at the Southwest corner of said East Half of the West Half of the Northeast Quarter, said point being 657.19 feet East of the center of said Section 7; thence North along said West line of the East Half of the West Half of the Northeast Quarter, 417.42 feet to a set pin; thence East parallel with the South line of said East Half of the West Half of the Northeast Quarter, 417.42 feet to a set pin; thence South parallel with the West line of said East Half of the West Half of the Northeast Quarter, 417.42 feet to a set "PK" nail; thence West along the South line of said East Half of the West Half of the Northeast Quarter, 417.42 feet to the point of beginning.

Situated in SANGAMON COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF SANGAMON)

I, PHILLIP W. COCHRAN, PROFESSIONAL LAND SURVEYOR, No. 2458 DO HEREBY CERTIFY THAT I HAVE SURVEYED IN ACCORDANCE WITH THE LAWS AND USAGES OF THE STATE OF ILLINOIS AND WITH THE LAWS OF SANGAMON COUNTY, ILLINOIS FOR RH1 LLC THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, SAID PART MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE S 89°06'21" E (ASSUMED BEARING) ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, ALSO BEING THE SOUTH LINE OF OAKBROOK ESTATES PLAT No.4, AN ADDITION TO THE VILLAGE OF CHATHAM AS PER PLAT RECORDED AS DOCUMENT NO. 97-36086 OF THE RECORDS IN THE RECORDER'S OFFICE, SANGAMON COUNTY, ILLINOIS, 668.67 FEET TO AN IRON PIN FOUND, SAID IRON PIN BEING THE SOUTHEAST CORNER OF LOT 6 OF SAID OAKBROOK ESTATES PLAT No. 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE S 00°20'25" W ALONG THE EAST LINE OF THE EAST HALF OF THE WEST HALF OF THE SAID NORTHEAST QUARTER OF SECTION 7, 727.43 FEET; THENCE N 89°42'57" W, 467.23 FEET; THENCE N 00°17'03" E, 118.82 FEET; THENCE N 89°42'57" W, 200.28 FEET TO A POINT ON THE EAST LINE OF WALNUT PARK ESTATES PLAT VIII, AN ADDITION TO THE VILLAGE OF CHATHAM AS PER PLAT RECORDED AS DOCUMENT NO. 380734 OF THE RECORDS IN THE RECORDER'S OFFICE, SANGAMON COUNTY, ILLINOIS, SAID LINE ALSO BEING THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SAID NORTHEAST QUARTER OF SECTION 7; THENCE N 00°14'48" E ALONG THE SAID EAST LINE OF WALNUT PARK ESTATES PLAT VIII AND THE SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, 615.73 FEET TO THE POINT OF BEGINNING, CONTAINING 10.664 ACRES MORE OR LESS.

I FUTHER CERTIFY THAT I HAVE SUBDIVIDED THE SAME INTO 24 LOTS AS SHOWN ON THE ATTACHED PLAT. IRON PINS, PIPES OR DRILL HOLES IN CONCRETE IDENTIFY ALL LOT CORNERS AS SHOWN ON SAID PLAT AND ALL MEASUREMENTS ARE GIVEN IN FEET AND DECIMALS THEREOF. ALL STREETS AND DRIVES AND EASEMENTS ON SAID PLAT ARE INTENDED FOR PUBLIC USE. SAID SUBDIVISION IS TO BE KNOWN AS GLENDALE 3rd ADDITION, A SUBDIVISION TO THE VILLAGE OF CHATHAM, ILLINOIS. I FURTHER CERTIFY THAT THE FOREGOING PLAT ACCOMPANYING THIS CERTIFICATE CORRECTLY REPRESENTS THE SAID PREMISES AS SUBDIVIDED.

PROFESSIONAL LAND SURVEYOR No. 2458

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF SANGAMON)

I, Joe Aiello, COUNTY CLERK OF SANGAMON COUNTY, STATE OF ILLINOIS, DO HEREBY CERTIFY THAT ON THE 5th DAY OF May, 2014, THERE WERE NO DELINQUENT TAXES UNPAID, SPECIAL ASSESSMENTS OR DELINQUENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND SHOWN ON THE PLAT ATTACHED TO THIS CERTIFICATE AND DESCRIBED IN THE CERTIFICATE OF THE SURVEYOR ATTACHED HERETO AND TO SAID PLAT.

PARCEL NUMBER 29-07.0-200016

Joe Aiello

COUNTY CLERK SANGAMON COUNTY, ILLINOIS

GLENDALE 3rd ADDITION

SCHOOL DISTRICT

THE UNDERSIGNED, THE OWNER OF THE LAND SHOWN ON THE ATTACHED PLAT, GLENDALE 3rd ADDITION DOES HEREBY CERTIFY AND STATE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THE PROPERTY IS WITHIN THE CHATHAM SCHOOL DISTRICT.

DATED THE 29th DAY OF April, 2014

OWNER

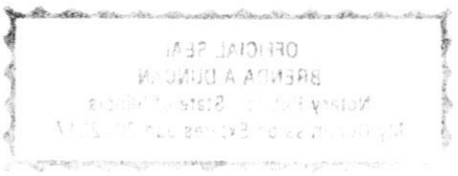
STATE OF ILLINOIS) SS
COUNTY OF McLean)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY OF McLean, DO HEREBY CERTIFY THAT MARTI RAVE, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED, SEALED AND DELIVERED SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT. GIVEN UNDER MY HAND AND NOTARY SEAL

THIS 29th DAY OF April, 2014

OFFICIAL SEAL
BRENDA A DUNCAN
Notary Public - State of Illinois
My Commission Expires Jan 20, 2017

Brenda A. Duncan
NOTARY PUBLIC


OFFICIAL SEAL
BRENDA A DUNCAN

OWNER'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF McLean)

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED RH1 LLC HEREBY CERTIFY THAT THEY ARE THE OWNERS OF ALL THE PREMISES EMBODIED IN THE ATTACHED PLAT OF GLENDALE 3rd ADDITION, A SUBDIVISION TO THE VILLAGE OF CHATHAM, COUNTY OF SANGAMON, STATE OF ILLINOIS AND THAT THEY HAVE CAUSED SAID PLAT TO BE MADE AND THAT IT IS A TRUE AND CORRECT PLAT OF GLENDALE 3rd ADDITION AS LAID OUT INTO LOTS AND STREETS BY PHILLIP W. COCHRAN, PROFESSIONAL LAND SURVEYOR No. 2458, AND THE UNDERSIGNED HEREBY DEDICATE TO THE VILLAGE OF CHATHAM, COUNTY OF SANGAMON, STATE OF ILLINOIS AND SET APART FOR THE USE OF THE GENERAL PUBLIC FOREVER ALL OF THE STREETS AND THOROUGHFARES AS INDICATED AND SHOWN ON SAID PLAT, AND I FURTHER DEDICATE EASEMENTS WITHIN THE RIGHT OF WAY OF SUCH STREETS AND THOROUGHFARES TO THE APPLICABLE PUBLIC UTILITY COMPANIES FOR THOSE UTILITY INSTALLATIONS THAT ARE PERMITTED BY THIS AND OTHER RESOLUTIONS AND CODES OF THE COUNTY TO BE INSTALLED IN STREET OR THOROUGHFARE RIGHT OF WAY.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND AND AFFIXED OUR SEAL THE 29th DAY OF April, 2014

OWNER

STATE OF ILLINOIS) SS
COUNTY OF McLean)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY OF McLean, DO HEREBY CERTIFY THAT MARTI RAVE, IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAMES IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT HE SIGNED, SEALED AND DELIVERED SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF HOMESTEAD, AND ALSO INCLUDING THE DEDICATION OF ALL STREETS AND HIGHWAYS TO THE USE OF THE GENERAL PUBLIC FOREVER, AND INCLUDING THE GRANT OF CERTAIN GENERAL UTILITY EASEMENTS TO THE APPLICABLE PUBLIC UTILITY COMPANIES. GIVEN UNDER MY HAND AND NOTARY SEAL

THIS 29th DAY OF April, 2014

Brenda A. Duncan
NOTARY PUBLIC

OFFICIAL SEAL
BRENDA A DUNCAN
Notary Public - State of Illinois
My Commission Expires Jan 20, 2017