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MARY ANN LAMM
SANGAMON COUNTY RECORDER

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

WHEREAS, Robert Roth is the owner of Lots 15 through 45 and Lot 1000 in Glendale Subdivision, First Addition, a subdivision of the following described property:

(See attached Exhibit "A" for legal description)

WHEREAS, Robert Roth (hereinafter referred to as "Developer") is the Developer of the above-mentioned Glendale Subdivision; and

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 Robert Roth hereby declares that all lots and building sites in Glendale Subdivision which are

included by the Developer under these covenants and restrictions, as provided more fully below, 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 portion thereof, under a single ownership, whether owned by a trust, a partnership, a corporation, an individual or individuals, including ownership in 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 Robert Roth and Jerry Roth. The Architectural Control 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 Architectural Control 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 Architectural Control 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 Architectural Control Committee, the lot owner shall then submit two 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 Architectural Control Committee has approved the final plans. If no objections to the plans are raised by the Architectural Control Committee within seven 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 floor area of a single level single-family dwelling unit shall be 2,000 square feet, exclusive of basement area, if any, and garage area, if any.

(2) The minimum floor area of a two level single-family dwelling unit shall be 2,400 square feet, exclusive of basement area, if any, and garage area, if any.

(3) The minimum floor area of a single level duplex dwelling unit shall be 1,500 square feet, exclusive of basement area, if any, and garage area, if any.

(4) The minimum floor area of a two level duplex dwelling unit shall be 1,800 square feet, exclusive of basement area, if any, and garage area, if any.

(5) The minimum side yard dimensions shall be eight feet from the building site property line, or whatever is required by the ordinances of the Village of Chatham, whichever is greater.

(6) The minimum front yard setback shall be thirty feet for all front yards as defined in the Zoning Ordinance of the Village of Chatham.

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

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

(9) Each duplex dwelling shall have an attached garage suitable for the storage of at least two vehicles.

(10) The front exterior wall of each residence or residential unit, gables excepted, shall be entirely of brick of a color and style approved by the Architectural Control Committee.

(11) The roof shall have a minimum slope of six vertical feet for each twelve horizontal feet.

(12) 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 Architectural Control Committee.

(13) Board-on-board wooden fences or other types of closed fences approved by the Architectural Control Committee may be constructed on any building site in Glendale Subdivision. No metal fence, hurricane fence or chain link fence shall be permitted other than the open wrought iron type.

All fences of whatever type and whatever nature and wherever located shall be approved by the Architectural Control Committee prior to commencement of construction.

(14) No outside or unattached storage buildings nor detached garages shall be permitted on any building site.

(15) Except as required to be permitted by state or federal law, no satellite dish, television antennae or similar device in excess of thirty-six inches in diameter used for

television reception shall be placed or located upon any building site nor attached to any building or any structure adjacent to any building.

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

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

D. The Architectural Control Committee, at its option, may delegate the duties specified herein to the Glendale Subdivision Homeowners 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 which 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 for which 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 or more persons, shall have more than one membership per building site. In the event of multiple ownership 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 but in no event shall more than one vote be cast nor office held for each building site.

B. The Developer shall incorporate Glendale Subdivision Homeowners Association and shall draft, execute and file Articles of Incorporation and By-Laws for the Homeowners

Association consistent with the terms and conditions of this Declaration. The Developer shall cause the formation of the Homeowners Association within one hundred-eighty days of the time that the Developer has sold fifty 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 Homeowners 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 Homeowners Association and not paid within thirty 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 Homeowners Association, it will maintain the easement areas, drainage facilities, boulevards and common areas, and collect and assess the maintenance fees. After formation of the Homeowners Association, the maintenance of easement areas, drainage facilities, boulevards and common areas, and collection of the maintenance fees shall be performed by the Homeowners Association. Water retention and drainage facilities shall be maintained as set forth in paragraph 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 Homeowners 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 Homeowners 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.

(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. After twelve months from the date of completion of construction of any water retention facilities set forth in any plats, or upon incorporation, whichever shall later occur, the Homeowners Association shall have the obligation to maintain all water retention facilities and drainage facilities in accord with the requirements of applicable ordinances of the Village of Chatham, Illinois. The purpose of this paragraph is to set forth that the Developer will maintain any water retention and drainage facilities for one year after completion of construction regardless of the date of plat approval or the date of incorporation of the Homeowners 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 decision to keep such a reserve fund or is required by statute, law or judicial decision to maintain or turn over a reserve fund to the Homeowners 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 Homeowners Association.

4. <u>ASSOCIATION BOARD; POWERS AND DUTIES.</u>

A. The directors named in the Homeowners Association's Articles of Incorporation constitute the Association's first Board which shall hold office and which shall 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 for the 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 Architectural Control 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; 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 days after fifty lots have been transferred from Developer to Class "A" members, or such earlier time designated by Developer in a written notice of which first annual membership meeting shall be sent to the members at least ten days in advance of such meeting. Notwithstanding anything to the contrary in this Declaration provided, 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. OWNER'S 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 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 borrow money for the purpose of improving the common areas, or any portion thereof, for acquiring additional common areas, or for constructing, repairing or improving any facilities located or to be located thereon, and 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 purpose 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 which 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 which 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 which 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. <u>VOTING.</u>

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

A. <u>Class "A".</u> 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 or more building sites for the purpose of development or sale.

Class "A" members shall be entitled to one vote for each building site in which they hold the interest required for membership by section three hereof. When more than one person holds such interest in any building site, the vote for such building site shall be exercised as those owners themselves determine and advise in writing to the secretary prior to any meeting. In the absence of such advice, the building site's vote shall be suspended in the event that more than one person seeks to exercise it. If a building site is owned by a corporation, 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 votes for each building site in which it holds the interest required for membership by section three, 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 therefor, 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 obligations 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 who holds an ownership interest in a building site by acceptance of a deed therefor, 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 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 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 $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 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 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, however, 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 for 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 $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 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 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 days within which to complete said maintenance, repair or replacement, or if such work cannot be accomplished within said fifteen-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 a 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.

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 Homeowners Association on 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 which are not paid when due shall be delinquent. Any assessment or assessment installment delinquent for a period of more than ten days may incur a late charge in 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 days following the due date. If the assessment or assessment installment is not paid within thirty days, 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 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 statutes 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 which 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, subject to the provisions of this Declaration and the By-Laws of the Association, shall maintain and keep in good repair the areas of common responsibility, which responsibility shall be deemed to include by example and not by limitation:

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 Homeowners 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 days or such time as a violation may continue and sixty days thereafter for violation of this Declaration, the By-Laws or any rules and regulations which have been duly adopted by the Association.

C. Begin any action in any court 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 from 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 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 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 days from the giving 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 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 surrounding the building site, the building site owner shall provide and install vegetation to cover exposed soils by planting approved ground cover, sodding, seeding and strawing 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 Architectural Control 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 Architectural Control Committee. No unattached garage or outbuilding shall be approved by the Architectural Control 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 which falls into an unsightly condition may be mowed or cleaned up by the Developer at the expense of the owner.

E. No permanent fence shall be constructed in front of a residence without the prior approval of the Architectural Control 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 at his own expense any broken section.

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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 First 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 Homeowners Association shall have one 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 Homeowners Association, nor shall it relieve the Homeowners Association from 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 Homeowners 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 Homeowners 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.

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, (2002) 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 to be Illinois Condominium Property Act herein 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 person, and One Million Dollars ($1,000,000.00) for personal injuries suffered in any one incident. Premiums for the payment of such liability insurance shall be assessed against the owners as part of the common areas cost 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 workmen's 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 workmen's 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, (2002)).

(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 proceeds 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 waivers of lien 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 having properly been made from such insurance proceeds. Notwithstanding anything in the foregoing provided herein to the contrary, 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 interest 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 one 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.

35. RIGHTS OF 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 Homeowners 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 Homeowners Association and subject to assessment by the Homeowners 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.

IN WITNESS WHEREOF, Robert Roth has caused this instrument to be executed this 8 day of Oct., 20 07.

Robert Roth

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Jim Kelly, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Robert Roth, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day

in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of October, 2004.

Notary Public

"OFFICIAL SEAL"
James D. Kelly
Notary Public, State of Illinois
My Commission Exp. 11/07/2005

Prepared by and Return to:

James D. Kelly
Presney, Kelly & Presney
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

Exhibit "A"

Legal Description of First Addition

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, more particularly described as follows:

Commencing at the Southwest corner of the West Half of said Northeast Quarter; thence North 89 degrees 39 minutes 34 seconds East, along the South line of said Northeast Quarter, a distance of 1,074.83 feet; thence North 00 degrees 06 minutes 22 seconds West, a distance of 49.25 feet to the point of beginning.

From said point of beginning; thence continuing North 00 degrees 06 minutes 22 seconds West, a distance of 367.84 feet; thence South 89 degrees 37 minutes 36 seconds West, a distance of 417.20 feet; thence North 00 degrees 04 minutes 23 seconds West, a distance of 881.62 feet; thence North 89 degrees 55 minutes 37 seconds East, a distance of 200.00 feet; thence South 00 degrees 04 minutes 23 seconds East, a distance of 45.00 feet; thence North 89 degrees 55 minutes 37 seconds East, a distance of 466.59 feet to a point on the East line of the West Half of said Northeast Quarter; thence South 00 degrees 00 minutes 00 seconds East, along said East line, a distance of 1,200.79 feet; thence South 89 degrees 35 minutes 03 seconds West, a distance of 247.65 feet to the point of beginning, containing 15.07 acres, more or less.

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 SANGMON COUNTY, ILLINOIS.

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MARY ANN LAMM
SANGAMON COUNTY RECORDER

FIRST AMENDMENT TO DECLARATION OF EASEMENTS,COVENANTS AND RESTRICTION FOR GLENDALE SUBDIVISION FIRST ADDITION, CHATHAM, ILLINOIS

WHEREAS, Robert Roth as owner of Lots 15 through 45 and Lot 1000 in Glendale Subdivision First Addition filed a Declaration of Easements, Covenants and Restrictions for Glendale Subdivision First Addition, Chatham, Illinois on the 9th day of December, 2004 in the office of the Recorder of Deeds, Sangamon County, Illinois as Document No 2004R58903, and

WHEREAS, Robert Roth is still sole owner of Lots 15 through 45 and Lot 1000 in Glendale Subdivision First Addition situated in Sangamon County, Illinois, and

WHEREAS, said covenants applied to property described in both Exhibits "A" and "B" attached hereto, and

WHEREAS, Robert Roth wishes to amend the use restrictions contained in Section 1 of said declaration on pages 2, 3 and 4 thereof,

NOW, THEREFORE, know all men by these presents that the aforesaid Declaration of Easements, Covenants and Restrictions for Glendale Subdivision First Addition, Chatham, Illinois is hereby amended as follows

By deleting Section 1 Use Restrictions of said declaration appearing on pages 2, 3 and 4, and substituting therefor in its entirety the following language

1 USE RESTRICTIONS

A The term "building site" as used in this Declaration shall mean any lot of record, or portion thereof, under a single ownership, whether owned by a trust, a partnership, a corporation, an individual or individuals, including ownership in 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 Robert Roth and Terry Roth The Architectural Control 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 Architectural Control 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 Architectural Control 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 Architectural Control Committee, the lot owner shall then submit two 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 Architectural Control Committee has approved the final plans If no objections to the plans are raised by the Architectural Control Committee within twenty-one 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 floor area of a single level single-family dwelling unit shall be 2,000 square feet, exclusive of basement area, if any, and garage area, if any

(2) The minimum floor area of a two level single-family dwelling unit shall be 2,400 square feet, exclusive of basement area, if any, and garage area, if any

(3) The minimum floor area of a single level duplex dwelling unit shall be 1,500 square feet, exclusive of basement area, if any, and garage area, if any

(4) The minimum floor area of a two level duplex dwelling unit shall be 1,800 square feet, exclusive of basement area, if any, and garage area, if any

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

(6) The minimum front yard setback shall be thirty feet for all front yards as defined in the Zoning Ordinance of the Village of Chatham

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

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

(9) Each duplex dwelling shall have an attached garage suitable for the storage of at least two vehicles

(10) The front exterior wall of each single or two-story residence or residential unit, gables excepted, shall be entirely of brick of a color and style approved by the Architectural Control Committee The Architectural Control 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 Architectural Control Committee, at its sole discretion

(11) The roof shall have a minimum slope of seven and a half vertical feet for each twelve horizontal feet The Architectural Control Committee shall have the right, at its sole discretion, to grant exceptions to this requirement

(12) 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 Architectural Control Committee

(13) All wooden fences and other types of fences shall be subject to approval of the Architectural Control 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 Architectural Control Committee, at its sole discretion

All fences of whatever type and whatever nature and wherever located shall be approved by the Architectural Control Committee prior to commencement of construction

(14) No outside or unattached storage buildings nor detached garages shall be permitted on any building site This requirement may be waived upon

approval of specific plans by the Architectural Control Committee, at its sole discretion

(15) Except as required to be permitted by state or federal law, no satellite dish, television antennae or similar device in excess of thirty-six inches in diameter used for television reception shall be placed or located upon any building site nor attached to any building or any structure adjacent to any building

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

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

D The Architectural Control Committee, at its option, may delegate the duties specified herein to the Glendale Subdivision Homeowners Association In the event such a delegation shall occur, the Homeowners Association shall then retain the power and duty to enforce the duties of the Architectural Control Committee as an additional power and duty to those set forth in Section 4 herein Robert Roth and Terry Roth may name additional members to the Architectural Control Committee, as may the successors, heirs and assigns of Robert Roth, until such time as the duties of the Architectural Control Committee have been fulfilled or turned over to the Homeowners Association

Except where specifically amended by this document, the Declaration of Easements, Covenants and Restrictions for Glendale Subdivision First Addition and the property described therein shall remain in full force and effect and shall continue to apply to the property described in Exhibits "A" and "B" attached hereto

IN WITNESS WHEREOF, Robert Roth has caused this instrument to be executed this 22 day of Feb, 2005

Robert Roth

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, _____, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Robert Roth, personally known to me

to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth

Given under my hand and notarial seal this 22nd day of February, 2005

Notary Public

"OFFICIAL SEAL"
James D. Kelly
Notary Public, State of Illinois
My Commission Exp 11/07/2005

Prepared by and Return to

James D Kelly
Presney, Kelly & Presney
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

Exhibit "A"

Legal Description of First Addition

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, more particularly described as follows

Commencing at the Southwest corner of the West Half of said Northeast Quarter, thence North 89 degrees 39 minutes 34 seconds East, along the South line of said Northeast Quarter, a distance of 1,074 83 feet, thence North 00 degrees 06 minutes 22 seconds West, a distance of 49 25 feet to the point of beginning

From said point of beginning, thence continuing North 00 degrees 06 minutes 22 seconds West, a distance of 367 84 feet, thence South 89 degrees 37 minutes 36 seconds West, a distance of 417 20 feet, thence North 00 degrees 04 minutes 23 seconds West, a distance of 881 62 feet, thence North 89 degrees 55 minutes 37 seconds East, a distance of 200 00 feet, thence South 00 degrees 04 minutes 23 seconds East, a distance of 45 00 feet, thence North 89 degrees 55 minutes 37 seconds East, a distance of 466 59 feet to a point on the East line of the West Half of said Northeast Quarter, thence South 00 degrees 00 minutes 00 seconds East, along said East line, a distance of 1,200 79 feet, thence South 89 degrees 35 minutes 03 seconds West, a distance of 247 65 feet to the point of beginning, containing 15 07 acres, more or less

Situated in SANGMON COUNTY, ILLINOIS

Part of Parcel Identification Number 29-07-200-004

Property Address 1001 East Walnut, Chatham, 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 SANGMON COUNTY, ILLINOIS

Parcel Identification Number 29-07-200-004

Property Address 1001 East Walnut, Chatham, Illinois

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SANGAMON COUNTY
ILLINOIS

REC FEE:	18.00
REC REST FEE:	4.00
GIS FEE:	9.00
GIS REST FEE:	1.00
RHSP FEE:	
ST STAMP FEE:	
CO STAMP FEE:	
UCC FEE:	
TOTAL:	$32.00

PAGES: 7
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MARY ANN LAMM
SANGAMON COUNTY RECORDER

SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTION FOR GLENDALE SUBDIVISION FIRST ADDITION, CHATHAM, ILLINOIS

WHEREAS, Roth Home Construction, Inc , as owner of Lots 15 through 45 and Lot 1000 in Glendale Subdivision First Addition filed a Declaration of Easements, Covenants and Restrictions for Glendale Subdivision First Addition, Chatham, Illinois on the 9th day of December, 2004 in the office of the Recorder of Deeds, Sangamon County, Illinois as Document No 2004R58903, and

WHEREAS, Roth Home Construction, Inc is still the owner of Lots 1 through 23 inclusive and Lots 25 through 45 inclusive and Lot 1000 in Glendale Subdivision First Addition situated in Sangamon County, Illinois, and

WHEREAS, Roth Home Construction, Inc , pursuant to paragraph 29 of the Declaration of Easements, Covenants and Restrictions for Glendale Subdivision First Addition, as the owner of more than 75% of the building sites in Glendale Subdivision First Addition, has the right to amend the Declaration of Easements, Covenants and Restrictions for Glendale Subdivision First Addition, and

WHEREAS, said covenants were amended by the First Amendment to Declaration of Easements, Covenants and Restrictions for Glendale Subdivision First Addition, Chatham, Illinois by Document No 2005R07188 recorded in the office of Recorder of Deeds, Sangamon County, Illinois on February 25, 2005, and

WHEREAS, said covenants applied to property described in both Exhibits "A" and "B" attached hereto, and

WHEREAS, Roth Home Construction, Inc wishes to amend the use restrictions contained in Section 1 of said declaration on pages 2, 3 and 4 thereof,

NOW, THEREFORE, know all men by these presents that the aforesaid Declaration of Easements, Covenants and Restrictions for Glendale Subdivision First Addition, Chatham, Illinois is hereby amended as follows

By deleting Section 1 Use Restrictions of said declaration appearing on pages 2, 3 and 4, and substituting therefor in its entirety the following language

1 USE RESTRICTIONS

A The term "building site" as used in this Declaration shall mean any lot of record, or portion thereof, under a single ownership, whether owned by a trust, a partnership, a corporation, an individual or individuals, including ownership in 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 Robert Roth and Terry Roth The Architectural Control 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 Architectural Control 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 Architectural Control 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 Architectural Control Committee, the lot owner shall then submit two 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 Architectural Control Committee has approved the final plans If no objections to the plans are raised by the Architectural Control Committee within twenty-one 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 floor area of a single level single-family dwelling unit shall be 1,800 square feet, exclusive of basement area, if any, and garage area, if any

(2) The minimum floor area of a two level single-family dwelling unit shall be 2,400 square feet, exclusive of basement area, if any, and garage area, if any

(3) The minimum floor area of a single level duplex dwelling unit shall be 1,500 square feet, exclusive of basement area, if any, and garage area, if any

(4) The minimum floor area of a two level duplex dwelling unit shall be 1,800 square feet, exclusive of basement area, if any, and garage area, if any

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

(6) The minimum front yard setback shall be thirty feet for all front yards as defined in the Zoning Ordinance of the Village of Chatham

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

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

(9) Each duplex dwelling shall have an attached garage suitable for the storage of at least two vehicles

(10) The front exterior wall of each single or two-story residence or residential unit, gables excepted, shall be entirely of brick of a color and style approved by the Architectural Control Committee The Architectural Control 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 Architectural Control Committee, at its sole discretion

(11) The roof shall have a minimum slope of seven and a half vertical feet for each twelve horizontal feet The Architectural Control Committee shall have the right, at its sole discretion, to grant exceptions to this requirement

(12) 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 Architectural Control Committee

(13) All wooden fences and other types of fences shall be subject to approval of the Architectural Control 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 Architectural Control Committee, at its sole discretion

All fences of whatever type and whatever nature and wherever located shall be approved by the Architectural Control Committee prior to commencement of construction

(14) No outside or unattached storage buildings nor detached garages shall be permitted on any building site This requirement may be waived upon approval of specific plans by the Architectural Control Committee, at its sole discretion

(15) Except as required to be permitted by state or federal law, no satellite dish, television antennae or similar device in excess of thirty-six inches in diameter used for television reception shall be placed or located upon any building site nor attached to any building or any structure adjacent to any building

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

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

D The Architectural Control Committee, at its option, may delegate the duties specified herein to the Glendale Subdivision Homeowners Association In the event such a delegation shall occur, the Homeowners Association shall then retain the power and duty to enforce the duties of the Architectural Control Committee as an additional power and duty to those set forth in Section 4 herein Robert Roth and Terry Roth may name additional members to the Architectural Control Committee, as may the successors, heirs and assigns of Robert Roth, until such time as the duties of the Architectural Control Committee have been fulfilled or turned over to the Homeowners Association

Except where specifically amended by this document and the First Amendment to Declaration of Easements, Covenants and Restrictions for Glendale Subdivision First Addition, Chatham, Illinois recorded on February 25, 2005 in the office of Recorder of Deeds, Sangamon County, Illinois as Document No 2005R07188, the Declaration of Easements, Covenants and Restrictions for Glendale Subdivision First Addition recorded on December 9, 2004 in the office of Recorder of Deeds, Sangamon County, Illinois as Document No 2004R58903, shall remain in full force and effect and shall continue to apply to the property described in Exhibits "A" and "B" attached hereto

IN WITNESS WHEREOF, Roth Home Construction, Inc has caused this instrument to be executed this 26th day of July, 2005

ROTH HOME CONSTRUCTION, INC,

By _____
Robert Roth, President

(CORPORATE SEAL)

ATTEST

_____
Terry Roth, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, the President and Secretary of ROTH HOME CONSTRUCTION, INC, personally known to me to be said officers, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors

Given under my hand and notarial seal this 26th day of July, 2005

_____
Notary Public

"OFFICIAL SEAL"
James D Kelly
Notary Public, State of Illinois
My Commission Exp 11/07/2005

Prepared by and Return to

James D Kelly
Presney, Kelly & Presney
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

Exhibit "A"

Legal Description of First Addition

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, more particularly described as follows

Commencing at the Southwest corner of the West Half of said Northeast Quarter, thence North 89 degrees 39 minutes 34 seconds East, along the South line of said Northeast Quarter, a distance of 1,074 83 feet, thence North 00 degrees 06 minutes 22 seconds West, a distance of 49 25 feet to the point of beginning

From said point of beginning, thence continuing North 00 degrees 06 minutes 22 seconds West, a distance of 367 84 feet, thence South 89 degrees 37 minutes 36 seconds West, a distance of 417 20 feet, thence North 00 degrees 04 minutes 23 seconds West, a distance of 881 62 feet, thence North 89 degrees 55 minutes 37 seconds East, a distance of 200 00 feet, thence South 00 degrees 04 minutes 23 seconds East, a distance of 45 00 feet, thence North 89 degrees 55 minutes 37 seconds East, a distance of 466 59 feet to a point on the East line of the West Half of said Northeast Quarter, thence South 00 degrees 00 minutes 00 seconds East, along said East line, a distance of 1,200 79 feet, thence South 89 degrees 35 minutes 03 seconds West, a distance of 247 65 feet to the point of beginning, containing 15 07 acres, more or less

Situated in SANGMON COUNTY, ILLINOIS

Part of Parcel Identification Number 29-07-200-004

Property Address 1001 East Walnut, Chatham, 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 SANGMON COUNTY, ILLINOIS

Parcel Identification Number 29-07-200-004

Property Address 1001 East Walnut, Chatham, Illinois