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2009R00959

01/09/2009 04:20PM

REC FEE: 53.00

REC REST FEE: 4.00

GIS FEE: 9.00

GIS REST FEE: 1.00

RHSP FEE: 10.00

TOTAL: \$77.00

PAGES: 39

CHRISTINE

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

ESTABLISHMENT OF ARCHITECTURAL CONTROL COMMITTEE AND
OWNERS ASSOCIATION FOR SOUTHPARK COMMONS WITH
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
SOUTHPARK COMMONS, INCLUDING SPECIFIC EASEMENTS, COVENANTS
AND RESTRICTIONS FOR SOUTHPARK COMMONS PLAT 2, CHATHAM, ILLINOIS

WHEREAS, Southpark Joint Venture, LLC (hereinafter referred to as Developer) is the owner of Lot 9 of Southpark Commons Plat Two, and

WHEREAS, JPMorgan Chase Bank, N.A., a/k/a JP Morgan Chase Bank, N.A., formerly known as Bank One Trust Company, N.A. formerly known as Bank One, Springfield formerly known as Springfield Marine Bank, as Trustee under the provisions of a Trust Agreement dated April 25, 1979 and known as Trust No. 51-1102-6, also known as Julia F. Richards Trust and under the Last Will and Testament of Julia F. Richards dated October 21, 1983 and admitted to probate under Docket No. 90-P-605 on April 24, 1992 (hereinafter referred to as "Trust" and/or "Julia F. Richards Trust") is the owner of Lots 1 through 8 and Lots 10 through 12 inclusive and Lots 133 through 137 inclusive in Southpark Commons Plat Two, a subdivision of the following described property.

(See attached Exhibit "A" for legal description)

Said Subdivision plat being recorded March 19, 2007 as Instrument 2007R08758.

WHEREAS, Southpark Joint Venture, LLC is the Developer of the above-mentioned Southpark Commons Plat Two and owner of Lot 9 of Southpark Commons Plat Two according to the plat recorded March 19, 2007 as Document 2007R08758 and Developer (or Developer related entities) further holds

an option to purchase land owned by the Julia F. Richards Trust within Southpark Commons Plat Two described in Exhibit A and such additional land described in attached Exhibit B.

(See attached Exhibit A and Exhibit "B" for additional ground which Trust is owner and Developer holds an option)

WHEREAS, Crescent Villa's, LLC, for itself and its successors and assigns is recorded owner of land described in Exhibit C which approximates the configuration of Lot 297 of Southpark Commons as disclosed on the preliminary plan of South Park Commons attached to the ordinance approving annexation agreement recorded March 11, 2005 as Document 2005R09286 and hereby joins in this agreement subjecting such land to the provisions of this agreement and hereby consents to Developer's authority to so plat such land described in Exhibit C as part of Southpark Commons Subdivision, assenting to the provisions hereof and expressly acknowledging and consenting to Developer's authority to establish weighted voting and/or assessment and charges for the Owners Association relative to this land at a higher level than lots subsequently platted for single family structures. Said Crescent Villa's, LLC further agrees for itself and its successors and assigns to join in such platting document or supplemental covenant as may be appropriate upon platting of this land by Developer.

(See attached Exhibit "C" for legal description of land owned by Crescent Villa's, LLC)

WHEREAS, Developer further owns land described in Exhibit "D" which Developer submits to the provisions of this document for such portion of said land described in Exhibit "D" as may be from time to time platted as part of Southpark Commons.

(See attached Exhibit "D")

WHEREAS, Developer and Trust intend that Southpark Commons Plat Two is and will be part of a larger development to be commonly known as Southpark Commons or South Park Commons (preliminary plan documents insert a typing space between South and Park and references to Southpark Commons herein are deemed to also reference South Park Commons), said ground comprising Southpark Commons being land platted as Southpark Commons Plat Two and also all remaining ground other than Southpark Commons Plat Two contained in Exhibit "B", Exhibit "C", and Exhibit "D".

WHEREAS, Southpark Commons may or will consist of various residential and/or business uses subject to applicable zoning and appropriate approval of the Village of Chatham as from time to time required; and

WHEREAS, it is the desire of Developer and Trust that the various plats within the larger development of Southpark Commons work harmoniously together for the purpose of commonly shared facilities such as management of storm water drainage and water retention and/or detention;

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, within residential sections of similar density, 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 through relative consistency of design; and

WHEREAS, to secure such objectives, said Developer desires to subject the lots in Southpark Commons Plat Two according to the Final Plat thereof recorded March 19, 2007 as Document 2007R08758 to the 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; and Developer reserves the right by supplemental document to submit such additional ground described in Exhibit B, Exhibit C and Exhibit D (as may from time to time be platted as part of Southpark Commons) to the 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 Southpark Joint Venture, LLC with consent of the Julia F. Richards Trust and Crescent Villa's, LLC hereby declares that all lots and building sites in Southpark Commons Plat Two shall be sold, transferred and conveyed subject to the following covenants and restrictions herein designated under Article I below and Developer reserves the right by supplemental document to submit any later platted lots and building sites in additional plats of Southpark Commons (such additional plats for Southpark Commons coming from the land described in Exhibit B and/or in Exhibit C and/or Exhibit D as from time to time platted) to be sold, transferred and conveyed subject to the following covenants and restrictions herein designated under Article I below:

ARTICLE I

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, or other entity, 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, a multi-family dwelling or business as permitted by this instrument and successive instruments relative to Southpark Commons and its schematic development.

B. Developer hereby creates an ARCHITECTURAL CONTROL COMMITTEE for Southpark Commons initially composed of Southpark Development, Inc., a/k/a South Park Development, Inc. The Architectural Control Committee shall have the right to prevent construction and/or renovation on a lot and/or the clearing of a lot and subsequent excavation and grading prior to construction or renovation of improvements upon such a lot according to the following: Prior to the construction or renovation creating or altering improvement footprints on a lot or altering the aesthetic of a building or structure, 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 (if any). 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 improvement to be constructed or renovated, 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 and height of structure. The lot owner agrees that he will not obtain a building permit or undertake construction or renovation 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. The Architectural Control Committee shall have the authority to promulgate rules and/or procedures, forms and other documents to assist in completion of its functions herein. Construction, renovation and/or remodeling which does not affect the outside aesthetics of a building or structure or which does not create or alter an improvement footprint on a lot or is wholly contained within an existing structure need not be submitted to the Architectural Control Committee.

The Architectural Control committee shall further approve all fences of whatever nature and location prior to construction.

The Developer reserves the right to designate additional plats within Southpark Commons from the land described in Exhibit B, Exhibit C and Exhibit D which will be subject to the jurisdiction of this Architectural Control Committee and nothing shall prevent the Architectural Control Committee from applying different requirements or standards and criteria within different plats. No member of the Architectural Control Committee shall be subject to money judgment relative to any decision of the Architectural Control Committee. The sole remedy against the Architectural Control Committee shall be a judgment of a declaratory nature amending or altering a decision of the Architectural Control Committee.

Approval of plans or location of any improvement (including but not limited to structures or fences) shall not be deemed confirmation of compliance with applicable ordinance (including, but not limited to zoning) or legal authority to so locate such improvement, nor shall any approval of plans be deemed a sufficiency of such plan. The lot owner assumes all such obligation as to all matters, including but not limited to location, legality and sufficiency of plan, irregardless of Architectural Control Committee approval or denial.

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

C. The Architectural Control Committee, at its option, may delegate the duties specified herein to the Southpark Commons Owners 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 each recorded plat, as from time to time recorded. 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. OWNERS ASSOCIATION.

A. Every person or entity who is the record owner of a fee interest (divided or undivided) in any building site within Southpark Commons (including Southpark Commons Plat Two and such additional ground within Exhibit B, Exhibit C and Exhibit D as from time to time identified by Developer as from time to time subjected to the provisions hereof by supplemental document) shall be deemed to have membership in the Southpark Commons Owners Association (hereinafter also Owners Association or 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 under this document. 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 designee as herein provided.

B. The Developer shall incorporate Southpark Commons Owners Association and shall draft, execute and file Articles of Incorporation and By-Laws for the Southpark Commons Owners Association consistent with the terms and conditions of this Declaration. The Developer shall cause the formation of the Owners Association within sixty days from the sale of 75% of the total number of lots within the larger development planned as Southpark Commons as set forth on the preliminary plan attached to the ordinance approving annexation recorded March 11, 2005, as Document No. 2005R09286 (or such modified preliminary plan as may later come into existence) or three years from the date of recording of this instrument, whichever is earlier, or at such earlier time, if any, as may occur or be required by statute.

C. Except as specifically provided otherwise herein, each owner of a building site shall be liable for that building site's share of the cost for maintenance of common areas and facilities, (including drainage and retention) and other expenses of the Association (based upon the number of building sites owned by a given owner as to the total number of building sites as from time to time platted). To the extent Developer may later subject to these covenants lots 292 through 297, as provided for on the preliminary plan of South Park Commons attached to the ordinance approving annexation agreement recorded March 11, 2005 as Document 2005R09286, and such other lots or building sites as may from time to time be designated for use other than single family stand alone residences or duplex residences, the anticipated percentage usage of common facilities may also be factored into the calculation of proportional share of the cost as to that lot or building site at the sole election of Developer, based on factors such as relative lot or building site size, paved surface area and other relevant factors increasing wear and tear on common facilities as Developer in Developer's sole opinion may deem appropriate. Fees collected relative to such cost shall be used as set forth within this document for items, including but not limited to proper maintenance of water retention facilities, drainage facilities and boulevards and common areas within the subdivision, as from time to time platted or such shared facilities as may be outside the platted area but otherwise benefitting the subdivision. Costs and fees shall be assessed by the Developer or Owners 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 Owners 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 and the provisions of this document. (Further see Section 17 for subordination of such lien.) Developer agrees that from the date of the recording of this instrument until formation of the Owners Association, it will maintain completed or necessary easement areas, drainage facilities, boulevards and common areas, and Developer may, for such period at Developer's election, collect and assess the maintenance fees for such area for and on behalf of the Owners Association. Nothing herein shall obligate Developer to collect fees, dues or assessments or other charges on behalf of the Association. After formation of the Owners Association and conveyance of a common area or areas to the Owner's Association, the maintenance of such common areas, and collection of the maintenance fees shall be performed by the Owners Association. Should Developer elect to collect any fees and assessments, as to such fees and assessments collected, Developer shall further surrender those fees and assessments

collected to the Association, subject to Paragraph G below and Developer reserves right to set off for expenses paid on behalf of the Association. Water retention and drainage facilities shall further be maintained as set forth in paragraph F below. The Owners Association is required to accept such deeds and conveyances of common areas and facilities by the Developer.

D. Owners of individual lots or portions thereof shall mow, landscape or otherwise maintain the surface easement areas located upon their property without interference to the easement. Any easements located on common areas shall be maintained by the Developer until the formation of the Owners Association, which shall then maintain said easements upon conveyance of such lands to the Association.

E. The easement areas, drainage facilities, boulevards and common areas to be maintained by the Owners Association referred to above include, but are not necessarily limited to:

(1) The entrance areas of Southpark Commons Subdivision, including the planting areas on any of the entrances.

(2) Water detention and/or retention facilities within a plat or plats of Southpark Commons Subdivision or otherwise shared by Southpark Commons Subdivision with other lands where a maintenance obligation with such other lands exists against Southpark Commons Owners Association.

(3) Boulevards not maintained by municipality within Southpark Commons Subdivision to the extent not prohibited by law or ordinance.

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

(5) All lots which are dedicated as common areas or common elements part of any final plat subject to this Declaration.

The Developer or Association shall not be obligated to maintain any private roads or improvements within condominium grounds not owned or intended to be owned by Southpark Commons Owners Association.

F. Upon deeding by Developer to Association of the common facilities for any water retention or detention facilities set forth in any plats of Southpark Commons, or upon incorporation, whichever shall later occur, the Owners 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.

G. At the time of the formation of the Owners Association, the Developer shall deed the

real estate designated as common areas held at that time by the Developer to the Owners 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 Owners Association, provided that the improvements on the common areas are in good repair when conveyed to the Owners Association.

In the event that the Developer elects or 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 Owners 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 Owners Association. Except to the extent required by law, if any, nothing within this instrument shall create any separate or distinct obligation for the Developer to collect any fees, dues, reserves or assessments on behalf of the Association and the Developer shall not be required to reimburse the Association for any such uncollected sums.

4. ASSOCIATION BOARD, POWERS AND DUTIES.

A. The directors named in the Owners Association's Articles of Incorporation constitute the Owners 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 instrument, 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, purchase, sell, mortgage, 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 such additional conditions and limitations as may be 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 as may be 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 sixty days of the date of incorporation of the Southpark Commons Owners Association as set forth at Item 3B of this Article, 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, or such earlier date, if any, as required by law. Notwithstanding anything to the contrary in this Declaration provided, until the date of said first annual membership meeting, no member shall have any voting rights, and the right of each such 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.

(8) General Power. To perform and undertake all such additional obligations and to assume such other power as may be reasonably appropriate to cause the intention of this instrument to be carried out and/or to assume such additional powers and obligations as may be set forth relative to land within plats of Southpark Commons as from time to time existing.

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, interest, 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 in fee or otherwise convey all or any right, title, interest or portion of the common areas to any public agency, governmental entity, 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 the total of:

(1) The votes on behalf of building sites for which Class "A" and Class "C" members present or represented by proxies are entitled to cast at a meeting duly called for such purposes; and

(2) The votes on behalf of building sites for 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, governmental entity, 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 three classes of membership, Class "A", Class "B" and Class "C", as follows:

A. Class "A". Class "A" members shall be all owners of building sites as from time to time platted as part of Southpark Commons and subjected to these covenants by supplemental document from within Lots 1 through 291 of the preliminary plan of South Park Commons as attached to the ordinance approving annexation agreement recorded March 11, 2005 as Document 2005R09286 with the exception of the Developer (or such successor entity to Developer designated in deed or assignment by Developer to take the place of Developer). A Class "A" member, when being the sole owner of a building site, 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 or entity holds such interest in any single specific building site, the vote for such building site shall be exercised as those owners themselves determine and advise in writing to the Owners Association secretary prior to any meeting but in no event shall the multiple owners and members of a building site have a collective vote of greater than one for that specific building site. In the absence of such advisement, 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 or similar entity, such entity shall designate in writing the person authorized to vote on behalf of such entity.

Developer reserves the sole right to modify by separate recorded document the lots specified as identifying Class "A" members to conform with actual plats as from time to time recorded.

B. Class "B". The Class "B" member shall be the Developer as to any building sites as from time to time platted as part of Southpark Commons and subjected to supplemental document within Lots 1 through 291 of the preliminary plan of South Park Commons as attached to the ordinance approving annexation agreement recorded March 11, 2005 as Document 2005R09286 owned by 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 hereof, 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) Six years from the date of recording of this document.
- (2) At such time as Developer voluntarily relinquishes its Class "B" membership rights.

Developer reserves the sole right to modify by separate recorded document the lots specified as identifying Class "B" members to conform with actual plats as from time to time recorded.

C. Class "C" members shall be owners of building sites as from time to time platted as part of Southpark Commons and subjected to these covenants by supplemental document from within Lots 292 through 297 of the preliminary plan of South Park Commons as attached to the ordinance approving annexation agreement recorded March 11, 2005 as Document 2005R09286 and their vote may, at the election of Developer, be weighted in proportion to the size of the lot (or subdivided lot or building site)

in relation to the plats forming Southpark Commons as from time to time platted. Any such weighted vote will be set out in a document recorded by Developer. Initial determination of weighted vote allocation shall be made by Developer and reserved to Developer's discretion, but shall not exceed 3 votes per acre of land (no votes allocated for partial acreage except where building site is less than an acre in which case building site shall be entitled to one vote). Subsequent modifications of the weighted allocation shall be done by majority decision of the Board of the Owners Association provided no member of the Board of the Owners Association may vote to increase a weighted vote in favor of him or herself or of an entity of which he or she is an officer or has an ownership interest of greater than 5%.

When more than one person or entity holds such interest in any single specific 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 but in no event shall the multiple owners and members of a building site have a collective vote of greater than the weighted vote designation for that specific building site. 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 or similar entity, such entity shall designate in writing the person authorized to vote on behalf of such entity. In the absence of a weighted vote designation by the Developer as herein provided, the vote shall not exceed one for a specific building site.

Developer may also be a Class "C" member, but shall not be entitled to be both a Class "C" member and a Class "B" member as to the same building site at the same time. If Developer would qualify as a Class "C" or a Class "B" member, Developer may elect which membership it holds relative to that specific building site.

Developer reserves the sole right to modify by separate recorded document the lots specified as identifying Class "C" members to conform with actual plats as from time to time recorded.

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. Assessments may further be used to maintain, repair, or acquire and/or improve areas outside the boundaries of said subdivision to the extent such areas directly benefit the subdivision. Such area shall include, but not be limited to, shared water retention facilities utilized by the subdivision but not wholly located within the boundaries of such subdivision.

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 or entity 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 (other than Developer or the Julia F. Richards Trust or Crescent Villa's LLC) 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 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 vote of the Association as provided at Item 6 above. 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 and subject to Developer's reservations set forth herein to establish different fees for lands later platted as part of Southpark Commons, 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 annual fee shall be paid by all owners of building sites except those exempt under Item 15 below. Developer further expressly reserves the right to set a different annual fee as to any and all lots outside of Southpark Commons Plat Two, such fee to be specified by a later recorded document.

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 unexpected expenses of the Association, including but not limited to the cost of any construction or reconstruction, unexpected repair, replacement or maintenance of a described capital improvement upon the common areas, and/or water detention or retention facilities (including shared water detention or retention facilities) benefitting Southpark Commons whether within the platted lands of Southpark Commons or not 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 Association 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, owner's family, tenants, employees, 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 and 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. Any such levy shall also be deemed a personal obligation of the owner. The right to individual assessment shall not preclude the Association from seeking other remedies for loss or damage resulting to Association property as may exist at law or equity.

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 building sites owned by Developer unless Developer occupies or permits occupancy of a building site as a residence or place of business. This exemption shall be retained by the Developer with respect to building sites still owned by the Developer after formation of the Owners Association.
- D. Any building sites owned by the Julia F. Richards Trust unless the Trust occupies the building site as a residence or place of business. This exemption will be retained by the Trust with respect to building sites still owned by the Trust after the formation of the Owners Association.

- E. Any building sites owned by Crescent Villa's LLC unless Crescent Villa's LLC occupies the building site as a residence or place of business. This exemption shall be retained by Crescent Villa's LLC with respect to building sites still owned by Crescent Villa's LLC after the formation of the Owners Association.

No assessment or financial obligation created within this instrument shall be applicable to any land outside Southpark Commons, Plat Two, until such land shall be platted as part of Southpark Commons and until assessment is made applicable by recording of such supplemental document activating the covenants to that ground newly platted.

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 except to the extent that Developer by subsequent written document shall designate otherwise as to the building sites designated as Lots 292 through 297 or building site within said lots on the preliminary plat of Southpark Commons attached to the ordinance approving annexation agreement recorded March 11, 2005 as Document 2005R09286 where Developer has reserved the right to establish a proportional share of cost based on additional factors (see Item 3C).

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 or as soon thereafter as reasonably practical. If the assessment or assessment installment is not paid within thirty days from date of notice, 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 article 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 all rights and remedies available hereunder or at law or equity, including but not limited to 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 liens provided for in this Declaration shall be subordinate to the lien of any 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 known 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 Association lands and facilities, which responsibility shall be deemed to include by example and not by limitation:

A. Maintenance and repair of all Owners Association 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 on Association lands; and

C. Assist with its proportionate share of upkeep of any shared water detention or retention facilities benefitting the subdivision but located outside the boundaries of any Southpark Commons Subdivision.

D. Undertake such other repairs and maintenance as the Association Board may deem contemplated by this document or set forth elsewhere herein.

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 Owners 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.

As to matters other than assessment or payments of fees, or enforcement thereof, 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 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.

D. Application. The above procedure shall not be deemed applicable or a precondition to

collection procedures for assessments or fees (annual or special) set forth in this document but are intended for matters other than the collection of assessments and/or fees.

E. Good Faith. The Association shall not be prohibited from enforcement for minor technical deviation from these procedures when good faith effort to comply with these provisions has been made.

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 structure or improvement 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.

B. In the case of making improvements to a building site, the owner shall place, or require a general contractor or subcontractor 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 subcontractor 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 AND ENTRANCEWAYS.

Driveways and entranceways shall be constructed of concrete or other similar material as approved by the Architectural Control Committee. Privately maintained streets or roads may be constructed of such suitable material as may be approved by the Architectural Control Committee.

26. 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.

27. 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 is recorded in the Office of the Sangamon County Recorder of Deeds which is approved by more than seventy-five percent (75%) of the building sites then existing in plats of said Southpark Commons Subdivision so rescinding or modifying these covenants. Each building site or dwelling unit entitled to vote in matters pertaining to the Owners Association shall have one vote agreeing to change or rescind said covenants in whole or in part except in the case of such building site where Developer has reserved and established a weighted vote, then such building site shall have its established weighted vote. No amendment to these covenants and restrictions shall operate to terminate the existence of the Owners Association, nor shall it relieve the Owners 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 the plats for Southpark Commons Subdivision.

28. REMEDIES FOR VIOLATION.

In the event of a violation or breach of any of these covenants and restrictions, the Developer, the Owners 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 Owners 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.

29. 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.). Any reference to the Illinois Condominium Property Act herein is for the purpose of acknowledging that the Developer may constitute a "Common Interest Community" under said Act.

30. 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 as part of any annual or special assessment which may include such costs.

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 area 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)) or other applicable or similar statute.

(3) Utilization of Insurance Payments. In the event of a casualty loss to improvements within the common areas, and the proceeds of 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 area 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 and/or at the election of the Board to the subcontractors or material suppliers performing the repair work or furnishing materials, who shall deliver to the Association statutory contractor's affidavits, 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 area costs.

31. 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.

32. ADDITIONAL PLATS.

The Developer reserves the right from time to time to dedicate additional plats of Southpark

Commons provided such plats shall be part of the real property described in Exhibits "B", "C" and "D" attached hereto. The owners of any building site (including duplex dwelling unit or condominium unit) shall become members of the Southpark Commons Owners Association and shall be subject to the terms of this Declaration of Easements, Covenants and Restrictions. Nothing herein shall obligate the Developer to subject additional lands from Exhibits B, C and D to this instrument and the Developer further reserves the right to exclude from Southpark Commons lands from Exhibits B, C and D in whole or in part if Developer in Developer's sole opinion and discretion elects.

33. 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.

34. MISCELLANEOUS.

A. For a period of 15 years from the date hereof, the Developer, at any time, retains the right to amend these covenants and restrictions to resolve any ambiguity, conflict, scrivener's error or other irregularity or issue in this instrument or between this instrument and other instruments relating to Southpark Commons without the consent of any owner of property within Southpark Commons Plat 2 or any additional Plats of Southpark Commons formed from real property within Exhibit B and/or Exhibit C and/or Exhibit D. 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 Southpark Commons Plat 2 or any additional Plats of Southpark Commons formed from real property within Exhibit B.

B. The term "Southpark Commons Plat Two" shall be synonymous with "South Park Commons Plat Two" and the term "Southpark Commons" shall be synonymous with "South Park Commons".

ARTICLE II

PROVISIONS APPLICABLE SOLELY TO SOUTHPARK COMMONS PLAT TWO.

Southpark Joint Venture, LLC with the consent of the Julia F. Richards Trust as additional owner hereby state the following provisions are solely applicable to land within Southpark Commons Plat Two as depicted and described on the final Plat thereof recorded March 19, 2007 as Document 2007R08758:

A. Except to the extent that applicable ordinance shall require greater standards, the following minimum requirements shall apply to all residential improvements within Southpark Commons Plat Two:

- (1) Minimum floor area of a single level single-family dwelling unit shall be 1,100 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 1,200 square feet, exclusive of the basement area, if any, and the garage area, if any. The minimum area for the ground floor of a two level single family dwelling unit shall be 800 square feet.
- (3) The minimum side yard dimensions shall be those set forth in applicable zoning ordinances and as established on each individual site by the Architectural Control Committee, which shall have the authority to require site plans requiring side yards not to exceed fifteen feet total between two adjacent dwelling units.
- (4) Each single-family dwelling shall have an attached garage suitable for the storage of at least two vehicles.
- (5) The roof shall have a minimum slope of six vertical feet for each twelve horizontal feet.
- (6) 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.
- (7) 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.
- (8) 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 Southpark Commons. No metal fence, hurricane fence or chain link fence shall be permitted other than the open wrought iron type.
- (9) No outside or unattached storage buildings nor detached garages shall be permitted on any building site, unless approved by the Architectural Control Committee.
- (10) It is preferred but not mandatory that the front exterior wall of each residence or

residential unit, gables excepted, shall be 50% brick of a color and style to be approved by the Architectural Control Committee. Where brick is used, it shall extend two feet around the sides of the front elevation unless such extension is otherwise waived by the Architectural Control Committee.

(11) All mailboxes located within Southpark Commons Plat Two 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

The remaining space on this page prior to signature language below intentionally left blank, actual signature appears on following separate page.

TRUSTEE'S APPROVAL AND RATIFICATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS

The undersigned, JPMorgan Chase Bank, N.A., formerly known as Bank One Trust Company, N.A. formerly known as Bank One, Springfield formerly known as Springfield Marine Bank, as Trustee under the provisions of a Trust Agreement dated April 25, 1979 and known as Trust No. 51-1102-6, also known as Julia F. Richards Trust and under the Last Will and Testament of Julia F. Richards dated October 21, 1983 and admitted to probate under Docket No. 90-P-605 on April 24, 1992, (hereinafter referred to as "Trust" and/or "Julia F. Richards Trust") does hereby approve, ratify and adopt the provisions of the attached instrument set forth herein for the land described in Exhibit B as from time to time platted or added to Southpark Commons Subdivision (including but not limited to Southpark Commons Plat Two) and adjacent ground.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made the part of the Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically held by the Trustee under the trust, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Trustee or any of the beneficiaries under said trust agreement on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this

instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

JPMorgan Chase Bank, N.A., a/k/a JP Morgan Chase Bank, N.A., formerly known as Bank One Trust Company, N.A. formerly known as Bank One, Springfield formerly known as Springfield Marine Bank, as Trustee under the provisions of a Trust Agreement dated April 25, 1979 and known as Trust No. 51-1102-6, also known as Julia F. Richards Trust and under the Last Will and Testament of Julia F. Richards dated October 21, 1983 and admitted to probate under Docket No. 90-P-605 on April 24, 1992

By: Thomas W. Peters
Vice President & Trust Officer

(CORPORATE SEAL)

Attest:

By: Barry Hounes
Its Vice President



STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Katherine Priester, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Thomas W. Peter the Vice President & Trust Officer, and Barry Hounes the Vice President of JPMorgan Chase Bank, N.A., a/k/a JP Morgan Chase Bank, N.A., formerly known as Bank One Trust Company, N.A. formerly known as Bank One, Springfield formerly known as Springfield Marine Bank, as Trustee under the provisions of a Trust Agreement dated April 25, 1979 and known as Trust No. 51-1102-6, also known as Julia F. Richards Trust and under the provisions of the Last Will and Testament of Julia F. Richards dated October 21, 1983 and admitted to probate under Docket No. 90-P-605 on April 24, 1992, 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 officers, 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 9 day of January, 2009.

Katherine Priester
Notary Public



CRESCENT VILLA'S LLC APPROVAL AND RATIFICATION

The undersigned, Crescent Villa's LLC, does hereby approve, ratify and adopt the provisions of the attached instrument set forth herein for the land described in Exhibit C as from time to time platted or added to Southpark Commons Subdivision and adjacent ground:

CRESCENT VILLA'S LLC

By: 
Its Manager

Iowa
STATE OF ILLINOIS)
Polk) SS.
COUNTY OF SANGAMON)

I, Michele A. Givan, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Dennis Schlegel, the Manager of CRESCENT VILLA'S LLC, personally known to me to be said Manager, appeared before me this day in person and acknowledged that as such Manager, he signed, sealed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5 day of Jan., 2008. 9



Michele A. Givan
Notary Public

LENDER APPROVAL AND RATIFICATION

The undersigned WILLIAMSVILLE STATE BANK & TRUST, as Mortgagee under instrument recorded November 15, 2007 as Document 2007R43348 and instrument recorded March 12, 2008 as Document 2008R10424, does hereby approve, ratify and adopt the provisions of the attached instrument set forth herein for the land which is the subject of said mortgage as from time to time platted or added to Southpark Commons Subdivision (including but not limited to Southpark Commons Plat Two) and adjacent ground.

Date: 12/31, 2008

WILLIAMSVILLE STATE BANK & TRUST

Paul E. Perry
MORTGAGEE

ATTEST:

Alicia Borsdorfen

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Kathryn Ann Everett, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that PAUL PRESNEY SR the Chief Executive Officer, and Alicia Borsdorfen the Vice President of Williamsville State Bank & Trust, a banking corporation organized and existing under the laws of the State of Illinois, with its banking house in Springfield, 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 officers, 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 31 day of December, 2008.

Kathryn Ann Everett
Notary Public

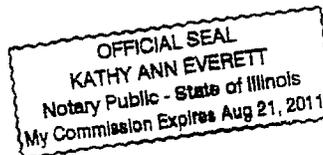


EXHIBIT A
LAND HELD BY THE JULIA F. RICHARDS TRUST UNDER OPTION TO DEVELOPER
Or Developer Related Entities

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

Commencing at an iron pipe over a stone marking the Southwest corner of the aforementioned Section 18, thence North 00 degrees 50 minutes 03 Seconds West along the Section line a distance of 1921.31 feet to a mag nail marking the true point of beginning, thence continuing North 00 degrees 50 minutes 03 seconds West along the Section line a distance of 320.00 feet to a mag nail, thence North 89 degrees 13 minutes 27 seconds East a distance of 860.00 feet to an iron pipe, thence South 00 degrees 46 minutes 33 seconds East a distance of 345.00 feet to a mag nail, thence South 89 degrees 13 minutes 27 seconds West a distance of 143.00 feet to an iron pipe, thence North 64 degrees 12 minutes 38 seconds West a distance of 55.90 feet to an iron pipe, thence South 89 degrees 13 minutes 27 seconds West a distance of 666.68 feet to the true point of beginning.

Basis of bearing is North 00 degrees 50 minutes 03 seconds West along the Section line, said ground commonly known as Southpark Commons Plat Two as described on the Final Plat thereof recorded March 19, 2007 as Document 2007R08758.

EXCEPTING therefrom Lot 9 of Southpark Commons Plat Two as described on the Final Plat thereof recorded March 19, 2007 as Document 2007R08758, said lot having been conveyed to Southpark Joint Venture, LLC.

Situated in the County of Sangamon, State of Illinois.

EXHIBIT B
LAND HELD BY THE JULIA F. RICHARDS TRUST UNDER OPTION TO DEVELOPER
Or Developer Related Entities

The Southwest Quarter of Section 18 and the Northwest Quarter of Section 18, all in Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois.

EXCEPTING the following Tracts:

Tract 1.

The North 117.44 acres of the Northwest Quarter of Section 18.

Tract 2.

Part of the Northwest Fractional Quarter of Section 18 described as follows: Beginning at an iron pin in the Southwest corner of said Quarter Section, running thence North on said Section line 674.5 feet to an iron pin, thence east parallel with the South line of said Quarter Section 400 feet, thence South parallel with the West line of said Quarter Section 673.20 feet to a point I the South line of said Quarter Section, thence West on the South line of said Quarter Section 400 feet to the point of beginning.

Tract 3.

Part of the West Half of Section 18 described as commencing at a stone marking the Southwest corner of the aforementioned Section 18, thence North 00 degrees 50 minutes 03 seconds West along the Section line a distance of 2241.31 feet to a mag nail marking the true point of beginning, thence continuing North 00 degrees 50 minutes 03 seconds West a distance of 406.00 feet to a mag nail marking the West One Quarter corner of Section 18, thence North 88 degrees 32 minutes 03 seconds East along the Quarter Section line a distance of 400.00 feet to an iron pipe, thence North 00 degrees 43 minutes 26 seconds West a distance of 682.12 feet to an iron pipe, thence North 89 degrees 06 minutes 04 seconds East a distance of 968.00 feet to an iron pipe, thence South 00 degrees 43 minutes 26 seconds East a distance of 1095.01 feet to an iron pipe, thence South 89 degrees 13 minutes 27 seconds West a distance of 1367.18 feet to the true point of beginning.

Basis of bearing is North 00 degrees 50 minutes 03 seconds West along the Section line.

(Tract 3 includes land in Final Plat of Southpark Subdivision Plat 1, a/k/a South Park Subdivision Plat 1, and other ground within the Preliminary Plan for Southpark Subdivision a/k/a South Park Subdivision.)

Tract 4.

(already acquired by Southpark Joint Venture, LLC)

Lot 9 of Southpark Commons Plat Two as described on the Final Plat thereof recorded March 19, 2007 as Document 2007R08758.

Tract 5.

(Now owned by Crescent Villa's LLC)

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

Commencing at the Southwest corner of the aforementioned Section 18, thence North 00 degrees 50 minutes 03 seconds West along the Section line a distance of 386.33 feet to the true point of beginning, thence continuing North 00 degrees 50 minutes 03 seconds West along the Section line a distance of 870.98 feet, thence North 89 degrees 13 minutes 27 seconds East a distance of 523.00 feet, thence South 00 degrees 46 minutes 33 seconds a distance of 866.73 feet, thence South 88 degrees 45 minutes 30 seconds West a distance of 522.13 feet to the true point of beginning.

Basis of bearing is North 00 degrees 50 minutes 03 seconds West along the Section line.

Tract 6.

(already acquired by Southpark Joint Venture, LLC)

Part of the West Half of Section 18, Township 14 North, Range 5 West of the Third Principal Meridian, described more particularly as follows:

Commencing at the southwest corner of the aforementioned Section 18, thence North 00 degrees 50 minutes 03 seconds West along the Section line a distance of 2241.31 feet, thence North 89 degrees 13 minutes 27 seconds East a distance of 719.19 feet to the true point of beginning, thence North 00 degrees 43 minutes 26 seconds West a distance of 70.00 feet, thence North 89 degrees 13 minutes 27 seconds East a distance of 709.59 feet to a point marking the beginning of a 435.0 foot radius tangent curve to the right, thence Southeasterly 365.06 feet along said curve having a long chord that bears South 66 degrees 44 minutes 01 seconds East for a distance of 354.44 feet to a point marking the beginning of a 365.00 foot radius curve to the left, thence Southeasterly 128.58 feet along said curve having a long chord that bears South 52 degrees 47 minutes 01 seconds East for a distance of 127.92 feet, thence North 00 degrees 50 minutes 49 seconds West a distance of 1249.20 feet, thence North 89 degrees 06 minutes 04 seconds East a distance of 671.00 feet to a point on the East line of the West Half of said Section 18, thence South 00 degrees 50 minutes 49 seconds East along said East line a distance of 1363.06 feet, thence South 89 degrees 13 minutes 27 seconds West a distance of 500.34 feet to a point marking the beginning of a 435.00 foot radius tangent curve to the right, thence Northwesterly 365.06 feet along said curve having a long chord that bears North 66 degrees 44 minutes 02 seconds West for a distance of 354.44 feet to a point marking the beginning of a 365.00 foot radius curve to the left, thence Northwesterly 306.32 feet along said curve having a long chord that bears North 66 degrees 44 minutes 02 seconds West for a distance of 297.41 feet, thence South 89 degrees 13 minutes 27 seconds West a distance of 709.66 feet to the true point of beginning.

Situated in Sangamon County, Illinois.

EXHIBIT C

(land owned of record by Crescent Villa's LLC)

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

Commencing at the Southwest corner of the aforementioned Section 18, thence North 00 degrees 50 minutes 03 seconds West along the Section line a distance of 386.33 feet to the true point of beginning, thence continuing North 00 degrees 50 minutes 03 seconds West along the Section line a distance of 870.98 feet, thence North 89 degrees 13 minutes 27 seconds East a distance of 523.00 feet, thence South 00 degrees 46 minutes 33 seconds a distance of 866.73 feet, thence South 88 degrees 45 minutes 30 seconds West a distance of 522.13 feet to the true point of beginning.

Basis of bearing is North 00 degrees 50 minutes 03 seconds West along the Section line.

Situated in Sangamon County, Illinois.

EXHIBIT D

Land (in addition to Lot 9 Southpark Commons Plat Two)
Owned of record by Southpark Joint Venture, LLC

Part of the West Half of Section 18, Township 14 North, Range 5 West of the Third Principal Meridian,
described more particularly as follows:

Commencing at the Southwest corner of the aforementioned Section 18, thence North 00 degrees 50 minutes 03 seconds West along the Section line a distance of 2241.31 feet, thence North 89 degrees 13 minutes 27 seconds East a distance of 719.19 feet to the true point of beginning, thence North 00 degrees 43 minutes 26 seconds West a distance of 70.00 feet, thence North 89 degrees 13 minutes 27 seconds East a distance of 709.59 feet to a point marking the beginning of a 435.0 foot radius tangent curve to the right, thence Southeasterly 365.06 feet along said curve having a long chord that bears South 66 degrees 44 minutes 01 seconds East for a distance of 354.44 feet to a point marking the beginning of a 365.00 foot radius curve to the left, thence Southeasterly 128.58 feet along said curve having a long chord that bears South 52 degrees 47 minutes 01 seconds East for a distance of 127.92 feet, thence North 00 degrees 50 minutes 49 seconds West a distance of 1249.20 feet, thence North 89 degrees 06 minutes 04 seconds East a distance of 671.00 feet to a point on the East line of the West Half of said Section 18, thence South 00 degrees 50 minutes 49 seconds East along said East line a distance of 1363.06 feet, thence South 89 degrees 13 minutes 27 seconds West a distance of 500.34 feet to a point marking the beginning of a 435.00 foot radius tangent curve to the right, thence Northwesterly 365.06 feet along said curve having a long chord that bears North 66 degrees 44 minutes 02 seconds West for a distance of 354.44 feet to a point marking the beginning of a 365.00 foot radius curve to the left, thence Northwesterly 306.32 feet along said curve having a long chord that bears North 66 degrees 44 minutes 02 seconds West for a distance of 297.41 feet, thence South 89 degrees 13 minutes 27 seconds West a distance of 709.66 feet to the true point of beginning.

Situated in Sangamon County, Illinois.

Note:

Lot 9 Southpark Commons Plat Two is subjected to these covenants and provisions within the document language itself and therefore does not appear in an exhibit description, see page 1.

To assist recorder and not as part of this instrument,
the property described includes the following tax codes:

29-18-303-001
29-18-303-002
29-18-303-003
29-18-303-004
29-18-303-005
29-18-303-006
29-18-303-007
29-18-303-008
29-18-303-009
29-18-303-010
29-18-303-011
29-18-303-012

29-18-304-005
29-18-304-004
29-18-304-003
29-18-304-002
29-18-304-001

29-18-300-004
29-18-300-006
29-18-300-007
29-18-300-008
29-18-300-009

Common Address...

Southpark Commons Plat Two
and rural land within the southwest quarter of section 18 and part of the south half of the northwest
quarter of Section 18, Township 14 North, Range 5 West of the Third Principal Meridian.

Prepared By and Return To: Paul Presney, Jr.
Presney, Kelly & Presney
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016