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COVENANTS AND RESTRICTIONS
FOR FOXK CREEK ESTATES SUBDIVISION
FIRST ADDITION

R.L.P. DEVELOPMENT COMPANY, INC., an Illinois corporation (hereinafter referred to as "Developer"), is the owner and developer of the following described real estate, to-wit:

(See attached Exhibit "A" for legal description)

NOW, THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the covenants, conditions and restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said real estate, the undersigned does hereby stipulate, agree and declare that the undersigned, its heirs, executors, administrators, successors and assigns do hereby subject and bind the aforesaid real estate to the following covenants, conditions and restrictions, and to hold each and every lot above described, or any portion thereof, for use and sale subject to the following covenants, conditions and restrictions, and do declare that no lot or lots above described, or portion thereof, shall be sold, used or conveyed by the undersigned, its heirs, executors, administrators, successors or assigns, except subject to the following covenants, conditions and restrictions, whether expressly stated in the deed of conveyance or not, to wit:

1. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS. These Covenants and Restrictions are to run with the land and shall be binding on all parties, and all persons claiming under them, for 99 years from the date of these covenants, at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of all of the owners of at least 67 percent of the lots it is agreed to change said Covenants and Restrictions in whole or in part; these covenants may be amended or modified by the Developer until such time as all real estate described in Exhibits "A", "B" and "C" has been subjected to plats of subdivision approved by the Village of Chatham. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time by approving vote of all of the owners of at least 67 percent of the lots, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners Association, hereinbelow established, in the Recorder's Office of Sangamon County, Illinois. If the parties hereto, or any of them, or their heirs, successors, personal representatives or assigns shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful, and power and authority is hereby given to any other person or persons owning any of the above described real property, or for the Homeowners Association,

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Developer or any other named party possessing authority under these Covenants and Restrictions, to enforce or prosecute any proceeding at law or in equity to enforce these Covenants and Restrictions or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, courts costs and attorney's fees incurred in such proceedings. Invalidation of any one of these covenants or restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. No amendment or rescission of these covenants shall relieve any individual lot owner from the duty to maintain any utility or drainage easement, drainage detention area, public way or public area as set forth in these restrictions.

2. LAND USE AND BUILDING TYPE. Except for the property described in Exhibit "B", which is reserved by the Developer for business, commercial and industrial use, no lot or parcel in Foxx Creek Estates shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family or duplex dwelling not to exceed two and a half stories in height, excluding the basement, plus an attached garage.

Duplex dwellings shall be restricted to lots 48 through 57. Each duplex dwelling unit shall have an attached garage and shall not exceed two stories in height unless plans are approved by the Architectural Control Committee. Each individual dwelling unit shall not be less than 1,000 square feet of livable floor space, excluding its garage, any space below ground level and open porches and balconies. Lot size for the construction of duplexes shall be in accord with the zoning ordinance of the Village of Chatham.

The property described in Exhibit "B" shall not be subject to these Covenants and Restrictions but may be included in membership in the Foxx Creek Homeowners Association, and any drainage facilities, easements, subdivision fences, berms, landscaping, entrance improvements, public areas or other appurtenances located upon the property described in Exhibit "B" shall be maintained at the expense of the Foxx Creek Homeowners Association. Each separate lot or parcel within the real estate described in Exhibit "B" shall have one vote in the Foxx Creek Homeowners Association and shall be assessed, as each other lot within Foxx Creek Subdivision, for only its proportionate share of maintenance costs of the drainage easements and facilities, landscaping, subdivision fences, entrance improvements, easements and subdivision appurtenances located within the areas maintained by the Foxx Creek Homeowners Association. No lot or parcel within the area described in Exhibit "B" shall be assessed at a rate greater than any other lot or parcel belonging to the Foxx Creek Homeowners Association.

In the event of a conflict between the covenants and restrictions set forth herein and the zoning ordinance of the Village of Chatham, the more stringent requirements shall apply.

The legal description of the property contained in Exhibit "B" may be altered by the Developer subject to the terms and limitations of the zoning ordinance of the Village of Chatham and the annexation agreement between the Developer and the Village of Chatham dated July 20, 1994, as amended from time to time. Provided, however, that the legal description of any parcels contained in Exhibit "B" and used for business or commercial purposes shall be within the boundaries of the parcel described in Exhibit "C", unless agreed otherwise by the Developer or the Foxx Creek Homeowners Association and the Village of Chatham.

3. BUILDING LOCATION. No building shall be located on any lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than permitted by applicable zoning ordinance of the Village of Chatham from any side lot line, or closer than thirty (30) feet from any rear lot line. However, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side line restrictions are hereby waived as to the lines between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of these Covenants and Restrictions. For purposes of the setback requirements herein, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. PLANS AND SPECIFICATIONS. An Architectural Control Committee is hereby established which shall be comprised of the officers or appointees of the undersigned R.L.P. Development Company, Inc. (hereinafter referred to as the "Architectural Committee"). The Architectural Committee shall have three members. The following documents shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any lot, to wit:

- A. Floor plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Name of general contractor or construction company;
- E. Plot plan showing front, side and rear setback lines, driveways, parking areas, and location of all structures on the lot;
- F. Landscaping plan.

The Architectural Committee shall have absolute discretion in the approval of any structure in the subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon

them hereunder, is hereby granted an easement prior to and during the construction of any structure, and in discharging their duties hereunder, to enter upon any lot in the subdivision and will not be deemed to be trespassers thereby, and may enter into contracts and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The above-mentioned initial members of the Architectural Control Committee shall hold office until all lots in the entire proposed subdivision are sold. In case of the death or resignation of any initial member while holding such office, its successor shall be named by the members of the Architectural Committee until all of the lots in the property described in Exhibits "A", "B" and "C" are sold. Commencing with the sale of the last lot platted with respect to the property described in Exhibits "A", "B" and "C", the Homeowners Association hereinbelow described shall elect three members of the Architectural Committee. At the first such meeting, two members of the Architectural Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms to replace the member or members of the Architectural Control Committee whose term expires. The president of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office until a successor is elected.

5. DWELLING SIZE AND MISCELLANEOUS. No one-story single family dwelling shall be permitted on any lot which has less than 1,500 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one and a half story, two story, or two and a half story single family dwelling shall be permitted on any lot which has less than 1,900 square feet of such floor space, with at least 950 square feet of such space on the first floor (any clerestory square footage may be counted as both first-floor and second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

The Owner of each lot shall construct a sidewalk (or sidewalks) on such lot when and as required by the ordinances of the Village of Chatham at such lot Owner's expense. If any lot Owner fails to so complete said sidewalk (or sidewalks) and fails to deliver a letter or certification from the Village of Chatham approving said sidewalk (or sidewalks) within sixty (60) days of receipt of a demand to do so by either the Developer or the Homeowners Association, then the Developer or the Homeowners Association may complete said sidewalk (or sidewalks) and charge the cost thereof to the lot Owner of record. If said charge is not paid within thirty (30) days of said charge, a lien may be filed

with the office of Recorder of Deeds, Sangamon County, Illinois which lien will attach to said lot and be enforceable by the Developer or Homeowners Association together with costs and reasonable attorneys' fees, as provided for below.

No temporary or permanent antennae will be allowed to be mounted on the ground or upon any structure upon any lot, and all such antennae will be located inside the house; except no exterior satellite dishes shall be permitted unless fully concealed so they are not visible from any street or any other lot, and unless prior written approval of the Architectural Control Committee has been obtained.

No recreational apparatus will be permitted in any front yard or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices shall not be located at any point toward the lot line fronting any street past a line drawn parallel with and intersecting that side of the dwelling structure. In ground and above ground pools will be permitted but design and location shall be subject to approval of the Architectural Control Committee and the zoning ordinance of the Village of Chatham. Basketball courts will be allowed provided they are free standing of the residential structure. The type and style of basketball courts must be approved by the Architectural Control Committee prior to installation. The Architectural Control Committee shall have absolute discretion as to the location, design, approval or disapproval of any recreational construction or apparatus pursuant to these Covenants and Restrictions. Such discretion shall be exercised in a reasonable and non-arbitrary manner.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No lot or driveway outside the exterior walls of the main residential structure or garage shall be used for the purposes of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.

No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement or outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Each lot with a dwelling shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure, provided, however, that each lot may have one free standing storage building not to exceed 120 square feet of floor space which may be constructed only after approval of the Architectural Control Committee.

No trucks trailers, or commercial vehicles will be allowed to stand upon any lot other than service vehicles making deliveries and light pickup, and panel trucks. No campers, trucks, mobile equipment, vans, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage on any lot in the subdivision.

A paved area shall be provided by the owner of each lot suitable for the parking of at least four (4) automobiles, which area shall include the interior space of the garage and a maximum of 400 square feet of additional space. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Committee. The paving materials of all parking areas, driveways and turnarounds shall be portland cement, concrete or brick.

Any and all mechanical work or vehicle maintenance will be performed in the garage of each residence.

No structure of any kind shall be allowed on any lot except the dwelling house and attached garage and the free standing storage building referred to previously, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood for use in the residence on that lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, garbage cans or visible clotheslines shall be allowed.

The home which may be erected on a lot shall be constructed of good quality new materials suitable for use in the construction of residences, and no old building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split-foyer" designs which otherwise meet these restrictions. The front exterior wall surface (or surfaces) of all homes shall be constructed of brick, brick veneer or stone over at least twenty-five percent (25%) of the area (excluding windows and doors). The balance of the exterior walls may be natural wood siding, finished masonite type siding, aluminum siding, vinyl siding or a combination thereof approved by the Architectural Committee. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, undereave, overhang and porch areas.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining

or nearby lot owner, and shall be subject to approval of the Architectural Committee.

All roofs shall be covered with heavyweight architectural grade shingles or better. Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle or wood materials.

Except with respect to the property described in Exhibit "B", no retail business of any kind shall be permitted in the subdivision. This restriction is not meant to prohibit home occupation businesses of the kind permitted by the zoning ordinance of the Village of Chatham.

Garden plots shall be allowed in the rear yard of each lot, not along any street and at no other place, but shall be located at least 20 feet from any lot line.

No wall, fences or fencing of any kind shall be allowed in the front yard of any lot nor on any side of a dwelling along a street between a line or lines intersecting that side of the house and parallel with that street. No wall, fences or fencing over five (5) feet in height shall be allowed on any lot, nor shall any wall, fence or fencing be located closer than one (1) foot to any lot line. All walls, fences and fencing shall be wood or professionally constructed wrought iron construction and be compatible with the natural surroundings, subject to the conditions herein set out for materials. No chain link, wire or other metal wall, fence or fencing shall be permitted. All walls, fences and fencing must be submitted to and approved by the Architectural Committee prior to construction and must be continually maintained to present an attractive appearance, or, after 60 days notice, such walls, fences and fencing may be removed by the Homeowners Association and the cost thereof billed to the lot owner. If such a bill remains unpaid over thirty (30) days, a lien may be attached and filed against any such lot in the same manner as in paragraph 12 below.

Each lot owner shall comply strictly with the setback and building lines shown on the aforesaid plat of the subdivision and with the zoning and subdivision ordinances of the Village of Chatham.

X All lot owners will be required to install matching mailboxes and front yard lights which will be furnished by the Developer on the initial installation. Any additional mailboxes and lights must match and will be purchased by the lot owner.

6. LIVESTOCK AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs or cats kept inside as house pets. No pets of any kind will be permitted outside the dwelling in exterior kennels or houses, or maintained for any commercial purpose.

7. CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY. During the construction, maintenance or refurbishment of any dwelling house or lot, any littering or damage to the public and private roadways and easements in the subdivision, and any cleanup of them (including mud) shall be the responsibility of the owner of any lot upon which such work is being performed.

Each property owner shall be responsible for mowing and landscape maintenance of such owner's lot up to the property line of such lot and up to the street curb or curbs, such that the lot will always present a neat and attractive appearance. Each property owner shall submit to the Architectural Control Committee for approval, a landscape package of at least \$1,000.00 in value which shall be placed upon the property. Landscaping shall be completed within ninety (90) days (or as soon as weather permits) of substantial completion of the dwelling house.

The burning of any material outside of any dwelling house shall be prohibited except the burning of leaves in conformity with the statutes of the State of Illinois and ordinances of the Village of Chatham.

All sites shall have a finished grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the owner of any lot or parcel of land in the subdivision alter the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said owner's property and onto any adjoining property or public right-of-way. Grading shall be sloped and tapered at the side or rear lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter downspouts runoff shall be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer.

All sump pumps shall discharge into drainage swails unless an alternate method of discharge is approved by the Developer/Home-owners Association and the Village of Chatham. No sump pump shall discharge into any street or public right-of-way.

8. OIL AND MINING OPERATIONS. No oil drilling, oil or gas development operations, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals shall be permitted on any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavation or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any lot.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days when said sanitary containers may be placed near the platted streets for collection.

10. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction and sales of lots and residences, or signs used by the undersigned to identify the subdivision and to advertise sales of lots and residences in the subdivision.

11. EASEMENTS. Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the above-mentioned recorded plat of the subdivision. No building or any other structure of any kind shall be placed on, in or over any such easement; any such building or structure shall be removed at the expense of the lot owner. The contours of any drainage easement or detention area shall be maintained by the adjoining or underlying property owner; contours of said easements and detention areas shall not be altered by any owner but shall be maintained as shown on the construction plans on file with the Village of Chatham with respect to Foxx Creek Estates Subdivision First Addition and any subsequent additions or plats which may be approved by the Village of Chatham. Drainage easements and detention areas will be maintained by the Developer until formation of the Homeowners Association, at which time the Homeowners Association will maintain drainage easements and detention areas and enforce the drainage, covenants and restrictions contained in this document. In the event that the Homeowners Association fails to enforce the covenants and restrictions contained in this document as they pertain to drainage easements and detention areas, and contours of drainage, and maintenance of contours of drainage easements and detention areas, the Village of Chatham may, at its sole option, have standing in a court of competent jurisdiction to compel the Homeowners Association to enforce said Covenants and Restrictions against any property owner violating same.

The obligations and duties imposed by this paragraph with respect to drainage, drainage easements, detention areas and drainage facilities shall be binding upon the property and the owners of the property described in Exhibit "B". The remainder of the restrictions contained in this document, except as they pertain to membership in the Foxx Creek Estates Homeowners Association shall not apply to the property in Exhibit "B," which it is contemplated will be developed for business, commercial, or industrial uses. Developer reserves the right to adopt or impose covenants, easements and restrictions upon the property described

in Exhibit "B," which at the Developer's sole discretion, Developer deems appropriate for the development of said property. It is the intent of the Developer to ensure that despite the mixture of residential, business, commercial, and industrial uses, a unified and integrated drainage system is maintained by the Homeowners Association including both the residential property described in Exhibits "A" and "C", and the business, commercial and industrial property described in Exhibit "B".

12. ASSESSMENTS. Annual and special assessments may be established or levied against each lot and its owners for maintenance of street and entrance landscaping, subdivision fences, berms, detention basins, drainage and entrance improvements, any amenities in the subdivision for the use of the lot owners, and for any other duties, powers and responsibilities of the Homeowners Association. Prior to the formation of the Homeowners Association, assessments shall be established by the Developer and in accord with the provisions of paragraph 14 below. After formation of the Homeowners Association, annual assessments shall be established by a majority vote of the lot owners, each lot having one vote to be cast, in the aggregate or in fractions as agreed by and between the owners of that lot, at the first meeting of the Homeowners Association. Any unpaid assessment against a lot shall be the personal obligation of each owner of that lot at the time of assessment, jointly and severally, and shall also become a lien against that lot upon filing of a notice thereof in the Recorder's Office of Sangamon County Illinois; if such notice is not so filed on or before March 1 of the following year, said right to a lien shall expire. Any purchaser, lender or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowners Association of the amount or payment status of any such lien.

13. HOMEOWNERS ASSOCIATION AND THE OWNER. The Homeowners Association shall be established on the happening of any of the following events: (A) The Developer, at Developer's discretion, shall decide to form such association; (B) after the sale of 80 lots in Foxx Creek Estates Subdivision First Addition and subsequent plats; and (C) after five years from the date of sale, the first lot in Foxx Creek Estates Subdivision First Addition. The property and the owners of the property contained in subsequent plats of Foxx Creek Estates Subdivision shall become part of the Homeowners Association after the sale of 75% of the lots contained in each such plat. The Foxx Creek Estates Homeowners Association shall be established as a not-for-profit corporation, herein called the "Homeowners Association", which shall be vested with all powers, duties and responsibilities of that Homeowners Association set out in these Covenants and Restrictions and as provided by law. The title to all amenities, landscaping, subdivision fences, entrance improvements, easements, berms, drainage works, detention basins and subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association which thereafter shall

have the duty to maintain same. The Homeowners Association shall from time to time adopt bylaws for its constitution, operation and deliberations in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the subdivision. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions. Majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order is hereby adopted for conducting any and all meetings of the Homeowners Association except as set out herein or in the bylaws adopted by the Homeowners Association.

For purposes of these Covenants and Restrictions and for purposes of membership in the Foxx Creek Homeowners Association, the term "lot" or "lot owner" shall refer to ownership of property constituting any lot, or lot of record, or portion thereof, under a single contiguous 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 except as otherwise provided herein. Any developer and each such contractor or builder shall be entitled to one vote per lot owned and shall be assessed separately on each lot for payment of costs, fees and expenses of the Homeowners Association. The owner of owners of any individual duplex dwelling unit or multi-family dwelling unit shall be entitled to one vote in the matter of the Homeowners Association, provided, however, that if the single lot upon which a duplex or multi-family dwelling unit is located shall be under single ownership, then that lot shall be entitled to only one vote.

The Homeowners Association and the Developer shall be entitled to recover reasonable costs and attorney's fees incurred in the enforcement of these Covenants and Restrictions, or any other right or duty contained herein against any lot owner of record against whom enforcement of these restrictions is required. Each owner of a lot against whom enforcement is required shall be jointly and severally liable for reimbursement of costs and attorney's fees which shall become a lien against said owner's lot at the time of filing a notice of lien thereof in the office of the Recorder of Deeds, Sangamon County, Illinois.

14. DEVELOPER'S RIGHT AND DUTIES. Prior to the formation of the Homeowners Association, Developer shall be responsible for the maintenance and upkeep duties required by the Homeowners Association under these Covenants and Restrictions and may assess each lot subject to these Covenants and Restrictions for its pro rata share of such costs on a monthly, quarterly or annual basis as the Developer may deem appropriate, such assessment shall be based on a reasonable estimate of the cost of maintenance and upkeep. Funds shall be deposited by the Developer in a special account and used to defray costs arising out of the Developer's maintenance of the public areas, easements and appurtenances described herein. The Developer may make additional assessments

on each lot as required as necessary to defray the costs of maintenance of the easements and public areas described herein. Upon request, Developer shall furnish any lot owner with information substantiating the amount of such assessment. After the formation of a Homeowners Association, the owner shall have one vote with respect to the conduct of the duties of said association for each lot of record to which the owner holds title at the time of any action or vote taken by the Homeowners Association.

15. ADDITIONAL PLATS.

A. The Developer, its successors and assigns, shall have the right, but shall not be required, to bring within the scheme of this declaration of Covenants and Restrictions, without consent of members, additional properties within the area described in Exhibits "B" and "C" attached hereto in future plats of development, provided that said additions are effected prior to January 1, 2015.

B. The additions authorized as provided herein shall be effected by the filing of a final plat or plats of subdivision from time to time in the office of the Recorder of Deeds of Sangamon County, Illinois describing such real property upon which final plat the Developer has placed language making the covenants, restrictions, easements, charges and liens herein set forth binding upon such platted property, whereupon said additions shall become annexed to the properties and become subject to the jurisdiction of the association.

C. Each lot owner, by acceptance of a deed to any part of the properties or by execution of a contract to purchase any part of the properties, thereby acknowledges, consents and approves any annexations of additional properties made as provided herein and thereby consents to the addition of purchases of properties within such annexed area as voting members of the association with all the rights, privileges and obligations of an owner and member pursuant hereto.

D. Developer reserves the right to file additional covenants or restrictions with each plat to the extent permitted by applicable ordinances of the Village of Chatham and to amend these restrictions to provide for the construction and sale of individual duplex units or individual multi-family dwelling units in future plats of Foxx Creek Estates Subdivision provided within the area described in Exhibits "B" and "C". The owner or owners of any individual duplex dwelling unit or multi-family dwelling unit shall be entitled to one vote in the matters of the Homeowners Association, provided, however, that if the single lot upon which a duplex or multi-family dwelling unit is located shall be under single ownership, then that lot shall be entitled to only one vote. Developer further reserves the right to amend these restrictions as they apply to additional plats, provided that the amendments are

consistent with the annexation agreement between the Developer and the Village of Chatham dated July 20, 1994, as amended from time to time.

16. 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. These Covenants and Restrictions shall run with the land and shall be binding, as amended from time to time, upon the Developer, the Homeowners Association, all lot owners of record and their successors, heirs and assigns.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

R.L.P. DEVELOPMENT COMPANY, INC. has caused this instrument to be executed on this 21st day of October, 1994.

R.L.P. DEVELOPMENT COMPANY, INC., an Illinois corporation

(Corporate Seal)

By: Robert L. Plummer
Its President

ATTEST:

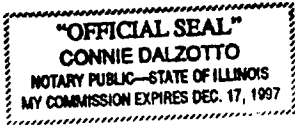
By: Robert L. Plummer
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Connie Dalzotto, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert L. Plummer and Robert L. Plummer, the President and Secretary of R.L.P. DEVELOPMENT COMPANY, 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 21st day of October, 1994.



Connie Dalzotto
Notary Public

Prepared by and Return to:

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

Part of the South One Half of Section 1, Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Beginning at an iron pin marking the South One Quarter corner of the aforementioned Section 1, thence North 89 degrees 57 minutes 40 seconds West along the section line a distance of 1683.76 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 316.91 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 1069.39 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 316.88 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 1760.97 feet to an iron pipe, thence South 00 degrees 02 minutes 10 seconds West a distance of 130.00 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 528.86 feet to an iron pipe, thence South 25 degrees 19 minutes 48 seconds East a distance of 73.72 feet to an iron pipe marking the beginning of a 360.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 12 degrees 52 minutes 28 seconds East and a distance of 155.28 feet to an iron pipe, thence South 00 degrees 25 minutes 15 seconds East a distance of 85.58 feet to an iron pipe marking the beginning of a 20.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 20 degrees 16 minutes 42 seconds East and a distance of 13.59 feet to an iron pipe, marking the beginning of a 45.00 foot radius curve to the right, thence Southerly along said curve having a long chord with a course of South 11 degrees 55 minutes 55 seconds West and a distance of 70.99 feet to an iron pipe, thence South 00 degrees 02 minutes 10 seconds West a distance of 117.90 feet to an iron pipe on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 1732.50 feet to the point of beginning. Said tract contains 40.161 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is North 89 degrees 57 minutes 40 seconds West along the section line.

Said Subdivision is to be known as FOXX CREEK ESTATES SUBDIVISION, PLAT NO. 1.

000702

Exhibit "A"

Part of the Southeast Quarter Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows :

Commencing at the Southwest corner of the Southeast Quarter of the aforementioned Section 1, thence South 39 degrees 58 minutes 16 seconds East along the section line a distance of 1727.50 feet to the true point of beginning, thence North 00 degrees 02 minutes 10 seconds East a distance of 115.82 feet, thence North 19 degrees 05 minutes 52 seconds West a distance of 45.00 feet, thence North 00 degrees 25 minutes 15 seconds West a distance of 127.12 feet to the beginning of a 330.00 foot radius curve to the left, thence Northwesterly along said curve having a long chord with a course of North 12 degrees 52 minutes 31 seconds West and a distance of 142.34 feet, thence North 25 degrees 19 minutes 43 seconds West a distance of 54.74 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 509.68 feet, thence North 00 degrees 02 minutes 10 degrees East a distance of 324.45 feet, thence North 42 degrees 39 minutes 27 seconds West a distance of 30.00 feet to the beginning of a 100.00 foot radius curve to the right, thence Southwesterly along said curve having a long chord with a course of South 66 degrees 41 minutes 22 seconds West and a distance of 72.80 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 144.40 feet, thence North 00 degrees 58 minutes 53 seconds East a distance of 80.00 feet to the beginning of a 730.00 foot radius curve to the left, thence Northwesterly along said curve having a long chord with a course of North 53 degrees 22 minutes 40 seconds West and a distance of 362.59 feet, thence North 23 degrees 21 minutes 19 seconds East a distance of 210.00 feet to the beginning of a 1000.00 foot radius curve to the left, thence Northwesterly along said curve having a long chord with a course of North 75 degrees 11 minutes 30 seconds West and a distance of 297.24 feet, thence North 16 degrees 15 minutes 10 seconds East a distance of 424.02 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 122.24 feet to the beginning of a 500.00 foot radius to the right, thence Northeasterly along said curve having a long chord with a course of North 45 degrees 08 minutes 33 seconds East and a distance of 35.92 feet to the beginning of a 500.00 foot radius curve to the left, thence Northeasterly along said curve having a long chord with a course of North 34 degrees 19 minutes 51 seconds East and a distance of 222.74 feet, thence North 63 degrees 24 minutes 34 seconds East a distance of 226.94 feet, thence North 87 degrees 55 minutes 08 seconds East a distance of 577.79 feet, thence North 46 degrees 27 minutes 05 seconds East a distance of 197.96 feet, thence South 00 degrees 10 minutes 42 seconds West a distance of 437.56 feet, thence South 89 degrees 39 minutes 18 seconds East a distance of 247.67 feet to an iron pin, thence South 00 degrees 25 minutes 23 seconds East a distance of 418.42 feet to an iron pin, thence South 00 degrees 25 minutes 05 seconds East a distance of 512.64 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 113.45 feet to the beginning of a 1000.00 foot radius curve to the right, thence Northwesterly along said curve having a long chord with a course of North 85 degrees 00 minutes 54 seconds West and a distance of 137.64 feet to the beginning of a 330.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 13 degrees 37 minutes 10 seconds East and a distance of 133.96 feet, thence South 25 degrees 19 minutes 43 seconds East a distance of 248.26 feet, thence South 89 degrees 37 minutes 50 seconds East a

EXHIBIT B

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000703

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distance of 428.34 feet, thence South 00 degrees 02 minutes 10 seconds West a distance of 104.23 feet, thence South 89 degrees 58 minutes 16 seconds East a distance of 425.54 feet to a point on the Westerly Right-of-Way Line of Illinois Route 4, thence South 00 degrees 21 minutes 49 seconds West along said right-of-way line a distance of 100.02 feet to an iron pin on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 150.40 feet to the true point of beginning. Said tract contains 40.135 acres, more or less, all in the County of Sangamon, State of Illinois. Basis of bearing is South 88 degrees 33 minutes 16 seconds East along the section line.

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000704

Part of the Southeast Quarter of Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows :

Commencing at the Southwest corner of the Southeast Quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 2060.02 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 115.02 feet to the true point of beginning, thence continuing North 00 degrees 02 minutes 10 seconds East a distance of 519.25 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 423.34 feet, thence North 25 degrees 19 minutes 48 seconds West a distance of 246.26 feet to the beginning of a 330.00 foot radius curve to the right, thence Northwesterly along said curve having a long chord with a course of North 13 degrees 37 minutes 10 seconds West and a distance of 133.96 feet to the beginning of a 1000.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 86 degrees 00 minutes 54 seconds East and a distance of 137.81 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 941.20 feet to a point on the Westerly Right-of-Way Line of Illinois Route 4, thence South 02 degrees 19 minutes 32 seconds West along said right-of-way line a distance of 68.26 feet to a right-of-way marker, thence South 00 degrees 07 minutes 46 seconds East along said right-of-way line a distance of 103.30 feet to a right-of-way marker, thence South 00 degrees 28 minutes 07 seconds East along said right-of-way line a distance of 160.91 feet to an iron pin, thence South 04 degrees 27 minutes 42 seconds West along said right-of-way line a distance of 276.60 feet to a right-of-way marker, thence South 00 degrees 20 minutes 48 seconds East along said right-of-way line a distance of 104.64 feet, thence North 89 degrees 16 minutes 16 seconds West along said right-of-way line a distance of 64.93 feet to an iron pin, thence South 00 degrees 21 minutes 49 seconds West along said right-of-way line a distance of 26.93 feet, thence North 89 degrees 56 minutes 16 seconds West a distance of 425.54 feet to the true point of beginning. Said tract contains 12.642 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 53 minutes 16 seconds East along the section line.

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000705

Part of the Southeast Quarter of Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Commencing at the Southwest corner of the Southeast Quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 2060.02 feet, thence North 00 degrees 02 minutes 18 seconds East a distance of 519.25 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 428.34 feet, thence North 25 degrees 19 minutes 48 seconds West a distance of 248.26 feet to the beginning of a 320.00 foot radius curve to the right, thence Northwesterly along said curve having a long chord with a course of North 13 degrees 37 minutes 10 seconds West and a distance of 133.96 feet to the beginning of a 1000.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 89 degrees 00 minutes 54 seconds East and a distance of 137.84 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 112.45 feet, thence North 00 degrees 25 minutes 05 seconds West a distance of 312.84 feet to an iron pin, thence North 00 degrees 25 minutes 28 seconds West a distance of 418.42 feet to an iron pin marking the true point of beginning, thence North 89 degrees 39 minutes 13 seconds West a distance of 247.87 feet, thence North 00 degrees 20 minutes 42 seconds East a distance of 437.56 feet, thence South 81 degrees 05 minutes 28 seconds East a distance of 361.30 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 679.14 feet to a point on the Westerly Right-of-Way Line of Illinois Route 4, thence South 13 degrees 55 minutes 30 seconds East along said right-of-way line a distance 65.22 feet to a right-of-way marking, thence South 00 degrees 55 minutes 56 seconds East along said right-of-way line a distance of 99.29 feet to an iron pin, thence South 11 degrees 23 minutes 42 seconds East along said right-of-way line a distance of 102.06 feet to an iron pin, thence South 00 degrees 46 minutes 40 seconds East along said right-of-way line a distance of 104.68 feet to an iron pin, thence North 89 degrees 39 minutes 13 seconds West a distance of 934.80 feet to the true point of beginning. Said tract contains 9.632 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 58 minutes 16 seconds East along the section line.

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000706

Part of the Southeast Quarter of Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows :

Commencing at the Southwest corner of the Southeast Quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 2060.02 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 319.25 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 428.34 feet, thence North 25 degrees 19 minutes 48 seconds West a distance of 248.25 feet to the beginning of a 330.00 foot radius curve to the right, thence Northwesterly along said curve having a long chord with a course of North 13 degrees 37 minutes 10 seconds West and a distance of 133.96 feet to the beginning of a 1000.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 86 degrees 00 minutes 54 seconds East and a distance of 137.84 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 112.45 feet to the true point of beginning, thence North 00 degrees 25 minutes 05 seconds West a distance of 512.64 feet to an iron pin, thence South 89 degrees 42 minutes 08 seconds East a distance of 417.03 feet to an iron pin, thence South 00 degrees 27 minutes 41 seconds East a distance of 208.76 feet to an iron pin, thence South 89 degrees 39 minutes 39 seconds East a distance of 417.47 feet to iron pin on the Westerly Right-of-Way Line of Illinois Route 4, thence South 00 degrees 33 minutes 30 seconds East along said right-of-way line a distance of 168.42 feet to a right-of-way marker, thence South 02 degrees 19 minutes 32 seconds West along said right-of-way line a distance of 131.66 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 825.75 feet to the true point of beginning. Said tract contains 7.780 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 58 minutes 16 seconds East along the section line.

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000707

LEGAL DESCRIPTION

FOX CREEK ESTATES SUBDIVISION
PROPOSED FUTURE ADDITIONS

Part of Section 1 and part of the East Half of the Southeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third Principal Meridian; described more particularly as follows:

Beginning at a stone marking the Northwest corner of the East Half of the Southeast Quarter of the aforementioned Section 2, thence South 89 degrees 55 minutes 38 seconds East along the quarter section line a distance of 1328.28 feet to the Northwest corner of the Southwest quarter of the aforementioned Section 1, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 2400.80 feet, thence North 00 degrees 38 minutes 39 seconds West a distance of 2641.69 feet to a point on the section line, thence South 89 degrees 58 minutes 38 seconds East along the section line a distance of 229.20 feet to a stone marking the South Quarter corner of Section 36, Township 15 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 59 minutes 42 seconds East along the section line a distance of 1009.20 feet to a stone, thence South 00 degrees 37 minutes 43 seconds East a distance of 2642.69 feet to a stone on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1415.82 feet, thence South 00 degrees 27 minutes 37 seconds East a distance of 112.56 feet to an iron pin, thence South 89 degrees 52 minutes 49 seconds East a distance of 56.88 feet to an iron pin, thence South 00 degrees 11 minutes 47 seconds East a distance of 43.89 feet to a Right-of-Way Marker, marking the Westerly Right-of-Way Line of Illinois Route 4, thence South 13 degrees 55 minutes 30 seconds East along the said right-of-way line a distance of 410.80 feet to a Right-of-Way Marker, thence South 00 degrees 55 minutes 56 seconds East along said right-of-way line a distance of 99.29 feet to an iron pin, thence South 11 degrees 23 minutes 02 seconds East along said right-of-way line a distance of 102.06 feet to an iron pin, thence South 00 degrees 46 minutes 40 seconds East along said right-of-way line a distance of 104.68 feet to an iron pin, thence 89 degrees 39 minutes 18 seconds West a distance of 834.80 feet to iron pin, thence South 00 degrees 25 minutes 28 seconds East a distance of 418.42 feet to an iron pin, thence South 89 degrees 42 minutes 08 seconds East a distance of 417.05 feet to an iron pin, thence South 00 degrees 27 minutes 41 seconds East a distance of 208.76 feet to an iron pin, thence South 89 degrees 39 minutes 39 seconds East a distance of 417.47 feet to an iron pin on the aforementioned right-of-way line, thence South 00 degrees 33 minutes 30 seconds East along the aforementioned right-of-way line a distance of 168.42 feet to a Right-of-Way Marker on the aforementioned right-of-way line, thence South 02 degrees 19 minutes 32 seconds West along the aforementioned right-of-way line a distance of 199.93 feet to a Right-of-Way Marker on the aforementioned right-of-way line, thence South 00 degrees 07 minutes 46 seconds East along aforementioned right of way line a distance of 103.30 feet to a Right-of-Way Marker on said right-of-way line, thence South 00 degrees 28 minutes 07 seconds East along said right-of-way line a distance of 168.91 feet to an iron pin on said right-of-way line, thence South 04 degrees 27 minutes 42 seconds West along said right-of-way line a distance of 278.80 feet to a Right-of-Way Marker on the right-of-way line, thence South 00 degrees 20 minutes 48 seconds East along said right-of-way line a distance of 104.64 feet, thence North 89 degrees 16 minutes 16 seconds West a distance of 64.95 feet to an iron pin, thence South 00 degrees 21 minutes 49 seconds West a distance of 141.95 feet to an iron pin on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 2484.90 feet to an iron pin marking the Southwest corner of the Southeast Quarter of Section 1, Township 14 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 57 minutes 40 seconds West along said section line a distance of 2656.94 feet to a stone marking the Southwest corner of the aforementioned Section 1, thence North 00 degrees 06 minutes 45 seconds West along the section line a distance of 1666.67 feet, thence North 89 degrees 55 minutes 38 seconds West a distance of 1326.25 feet, thence North 00 degrees 13 minutes 50 seconds West along the quarter, quarter section line a distance of 984.60 feet to the point of beginning. Said tract contains 411.760 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 55 minutes 38 seconds East along the quarter section line.

Excepting the following tract, described more particularly as follows:

Exhibit "C"

000708

Part of the South One Half of Section 1, Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Beginning at an iron pin marking the South One Quarter corner of the aforementioned Section 1, thence North 89 degrees 57 minutes 40 seconds West along the section line a distance of 1683.76 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 316.91 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 1069.39 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 316.88 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 1760.97 feet to an iron pipe, thence South 00 degrees 02 minutes 10 seconds West a distance of 130.00 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 528.86 feet to an iron pipe, thence South 25 degrees 19 minutes 48 seconds East a distance of 73.72 feet to an iron pipe marking the beginning of a 360.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 12 degrees 52 minutes 28 seconds East and a distance of 155.28 feet to an iron pipe, thence South 00 degrees 25 minutes 15 seconds East a distance of 85.58 feet to an iron pipe marking the beginning of a 20.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 20 degrees 16 minutes 42 seconds East and a distance of 13.59 feet to an iron pipe, marking the beginning of a 45.00 foot radius curve to the right, thence Southerly along said curve having a long chord with a course of South 11 degrees 55 minutes 55 seconds West and a distance of 70.99 feet to an iron pipe, thence South 00 degrees 02 minutes 10 seconds West a distance of 117.90 feet to an iron pipe on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 1732.50 feet to the point of beginning. Said tract contains 40.161 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is North 89 degrees 57 minutes 40 seconds West along the section line.

(The 411.760 acres contained in this legal description also includes the properties previously designated in Exhibit "B")

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RJB

SANGAMON COUNTY
ILLINOIS

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Mary Ann Samuel
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