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2006R43347

11/06/2006 02:36PM

REC FEE: 22.00

REC REST FEE: 4.00

GIS FEE: 9.00

GIS REST FEE: 1.00

RHSP FEE: 10.00

TOTAL: \$46.00

PAGES: 11

DELLA

MARY ANN LAMM

SANGAMON COUNTY RECORDER

COVENANTS AND RESTRICTIONS

FOR "FOXX CREEK ESTATES SUBDIVISION," EIGHTH ADDITION

KNOW ALL MEN BY THESE PRESENTS,

That Whereas, 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(s) or parcel(s) 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 restriction, whether expressly stated in the deed of conveyance or not, to wit:

1. APPLICABILITY, TIME PERIOD & ENFORCEMENT OF RESTRICTIONS.

These covenants and restrictions shall apply to Foxx Creek Estates Subdivision Eighth Addition as recorded in the office of Recorder of Deeds, Sangamon County, Illinois during the month of October 2006. Reference is also made to the fact that the property platted as Foxx Creek Estates Subdivision Eighth Addition and covered by these covenants and restrictions is subject to the terms of an Annexation Agreement between R. L. P. Development Company, Inc., et al., and the Village of Chatham dated July 20, 1994 and recorded August 4, 1994 in the office of Recorder of Deeds, Sangamon County, Illinois as Document No. 94-31883. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for ninety-nine (99) years from the date of these covenants, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of all of the owners of at least sixty-seven percent (67%) of

the lots in all platted additions of Foxx Creek Estates Subdivision 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 Exhibit "A" has been conveyed by the Developer. These covenants and restrictions may also be rescinded or amended at any time by an approving vote of all of the owners of at least sixty-seven percent (67%) of the lots in all platted additions of Foxx Creek Estates Subdivision, 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, 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 then 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, 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 consequently from such violation, together with expenses, courts costs and attorneys' 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.

A. AS TO LOTS 836 THROUGH 873 AND 888 THROUGH 894 no Lot shall be used except for residential purposes. No building shall be erected, altered, or permitted to remain on any lot other than a detached single family dwelling, not to exceed two stories in height, excluding the basement, plus an attached garage capable of housing a minimum of 2 vehicles. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split foyer" design which otherwise meet these restrictions.

B. AS TO LOTS 874 THROUGH 881 AND 887 no Lot shall be used except for residential purposes. No building shall be erected, altered, or permitted to remain on any lot other than a two family attached dwelling unit, not to exceed two stories in height, excluding the basement, Each side of the two family villa units must have an attached garage capable of housing at least one vehicle per unit. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split foyer" design which otherwise meet these restrictions.

3. SIDEWALKS. The Owner of each Lot shall construct a sidewalk (or sidewalks), on such Lot, when and as required by the Village of Chatham, at such Lot Owner's expense. If any Lot Owner fails to complete said sidewalk (or sidewalks) within 60 days of demand, then the Homeowner's Association may complete said sidewalk (or sidewalks) and bill the cost thereof to said Lot Owners; if not paid within 30 days, a lien may be filed, which will then attach to said Lot in the same manner as Section 20 below.

The Village of Chatham requires that all sidewalks be maintained in accordance with the Village of Chatham's then current subdivision control ordinance by, and at the cost of, the homeowner. This obligation shall exist whether the sidewalk is constructed on private property, on the road right-of-way, or partially on each. In the event the homeowner fails to repair or maintain the sidewalks as herein provided, the Village may make said repairs and charge the cost thereof to the homeowner, and/or as a lien upon the real estate where said repairs were made. The Village of Chatham shall have the power and authority to maintain an action to foreclose upon said lien.

4. BUILDING LOCATION.

A. AS TO LOTS 836 THROUGH 873 AND 888 THROUGH 894 each building shall be located in compliance with the then current Village of Chatham's ordinances. 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 eight (8) feet 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.

B. AS TO LOTS 874 THROUGH 881 AND 887 each building shall be located in compliance with the then current Village of Chatham's ordinances. 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 eight (8) feet from any side lot line, or closer than thirty (25) 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.

5. PLANS AND SPECIFICATIONS. A Developer's Architectural Control Committee is hereby established, which shall be comprised of the officers of the undersigned R. L. P. Development Company, Inc. (and shall hereinafter be called the "Developer's Architectural Committee"). There is hereby further established a Homeowners Architectural Control Committee, (hereinafter referred to as the "Homeowners Architectural Committee"), which shall be made up of the members elected as provided for below in this Paragraph. When the term "Architectural Committee" is used in these Covenants and Restrictions without further distinction between the two Committees established and described in this Paragraph 5, it shall mean and be construed to refer to either Committee as the context may require, dependent upon whether a permit for occupancy of the Lot in question has been issued, as set forth hereinafter. The Developer's Architectural Committee shall have absolute discretion in the approval or disapproval of any structure upon any Lot in the subdivision addition until such time as the Village of Chatham or other authorized governmental entity issues a permit for occupancy of such Lot. Thereafter, as to each such Lot, the Homeowners Architectural Committee shall have authority and absolute discretion in the approval or disapproval of any structure in the subdivision addition pursuant to these Covenants and Restrictions. The following documents shall be submitted to the Developer's 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;

Both of the Architectural Control Committees described herein shall serve without pay and, in discharging the duties imposed upon them hereunder, are 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 addition and will not be deemed 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 either 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 initial members of the Developer's Architectural Committee shall hold office until all Lots in the subdivision addition are sold, at which point said Committee shall be dissolved. In case of death, dissolution or resignation of said initial members while holding such office, its successors, heirs and devisees as to the subdivision addition shall have the right to name the members of the Developer's Architectural Committee until all Lots in the subdivision addition are sold. The Homeowners Association herein described shall elect three members of the Homeowners Architectural Committee. At the first such meeting, two members of the Homeowners 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 Homeowners Architectural Control Committee whose term expires. The President of the Homeowner's Association shall appoint a replacement member for any member of the Homeowners Architectural Control Committee who fails to remain in office, until a successor is elected.

6. DETACHED SINGLE FAMILY DWELLING SIZE AND MISCELLANEOUS.
AS TO LOTS 836 THROUGH 873 AND 888 THROUGH 894 no one-story dwelling shall be permitted on any lot which has less than 1,400 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one and one-half story, two story, or two and one-half story dwelling shall be permitted on any lot which has less than 1,700 square feet of such floor space, with at least 850 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.

VILLA (DUPLEX LOTS) AS TO LOTS 874 THROUGH 881 AND 887 no one-story dwelling shall be permitted, on any lot, which has less than 900 square feet of livable floor space per unit, excluding garages, any space below ground level, and open porches and balconies; No one and one half story or two story dwelling shall be permitted, on any Lot which has less than 1000 square feet of such floor space per unit, with at least 500 square feet of such space on the first level, (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.

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 any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. Basketball goals will be allowed, provided they are freestanding of the residential structure. The type and style of basketball courts must be approved by the Architectural Control Committee/Homeowners Association prior to installation. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.

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 wall of the main residential structure or garage shall be used for the purpose 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, boat, 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.

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, trailers, vans, motor homes, recreational vehicles, or boats will be permitted to be stored outside the dwelling or garage on any Lot in the subdivision addition.

No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, 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.

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.

No retail business of any kind shall be permitted in the subdivision addition, nor any other business except home offices not open to the public that are permitted under the ordinances 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.

Each Lot Owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of the subdivision addition.

7. **ANTENNA AND SATELLITE DISH REQUIREMENTS.** No temporary or permanent antenna or 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. Satellite dishes shall be permitted but must be 24 inches in diameter or smaller. Satellite dishes must be fully concealed so that they are not visible from any street. Satellite dish types, styles and locations must be approved by the Architectural Control Committee/Homeowners Association prior to installation.

8. **GARAGE REQUIREMENTS AS TO LOTS 836 THROUGH 873 AND 888 THROUGH 894** 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.

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 minimum 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, (except for washing or waxing) will be performed in the garage of each residence.

AS TO LOTS 874 THROUGH 881 AND 887 each side of the two family villa units must have an attached garage capable of housing at least one vehicle per unit.

A paved area shall be provided by the Owner of each unit suitable for the parking of at least two (2) automobiles, which area shall include the interior space of the garage and a minimum of 200 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, (except for washing or waxing) will be performed in the garage of each residence.

9. **BRICK REQUIREMENTS.** The home that 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 buildings shall be placed on or moved to the premises. No tin, tarpaper, 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" design which otherwise meet these restrictions. **The front exterior wall surface (or surfaces) of all homes erected in the subdivision addition shall be constructed of brick or 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, 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.

10. **FENCE REQUIREMENTS.**

A. **All fences must be white.**

B. **Drainage Easements:** No wall, fencing, structure, impediment or other obstruction of any kind shall be allowed within or upon any part of the easements for drainage shown on the plat of Foxx Creek Estates Subdivision Eighth Addition. In the event of a violation of this provision, the Homeowners Association or the Architectural Control Committee thereof may, upon 3 days' written notice to the Lot Owner of the property on which such obstruction is situated, remove such obstruction and bill all costs therefore to the Lot Owner. If said bill remains unpaid for more than 30 days, a lien may be attached and filed against said Lot in the manner provided for in Section 20 hereof.

Any wall, fence or fencing constructed or erected within or upon any type of easement other than drainage easement shall comply with the provisions of Section 10 (C) below, and, in the event of the necessity of its removal or alteration for use of such easement, all costs associated therewith shall be borne by the Lot Owner.

C. **Other Fence Construction:** No wall, fence, 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, fence, or fencing over 5 feet in height shall be allowed on any Lot** (without permission of the Architectural Control Committee), nor shall any wall, fence or fencing be located closer than one foot to any Lot line. All walls, fences and fencing shall be wood, vinyl coated, or professionally constructed wrought iron construction and **must be white**, 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 Control Committee prior to construction, and must be continually maintained to present an attractive appearance, or, after 60 day 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

30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 20 below.

Any failure by the Homeowners Association or the Architectural Control Committee thereof to enforce the provisions of this paragraph 10, shall not constitute or be construed as a waiver thereof nor the acceptance of any violation. Neither shall such failure to enforce constitute or be construed as a waiver of any subsequent violation or vary the terms of these provisions.

11. **SHINGLE REQUIREMENTS.** All roofs shall be covered with **HEAVYWEIGHT (LAMINATED) ARCHITECTURAL GRADE SHINGLES OR BETTER.** Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle, or wood materials. Any questions on Architectural Shingles meeting requirements will be addressed to the Architectural Control Committee. **NO 3 TAB SHINGLES ARE PERMITTED.** All roofs must have a **MINIMUM OF A 6/12 PITCH.**

12. **MAILBOXES.** 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.

13. **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 type will be permitted outside the dwelling, in exterior kennels or houses, or maintained for any commercial purpose.

14. **SOD, GRASS AND LANDSCAPING REQUIREMENTS.** Prior to initial dwelling occupancy, the front yard area, including the boulevard and the side yard areas to the back building line of the dwelling unit will be **landscaped with grass sod.** The balance of the yard must be seed and straw. If weather conditions prevent the laying of sod, then within 90 days of initial occupancy, the yard must be sodded as per above.

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. Landscaping shall be completed within 90 days (or as soon as weather permits) of substantial completion of the dwelling house.

15. **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 addition, and any clean up of them, (including mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed. During construction, maintenance and refurbishment of any lot, the lot must be maintained in a neat and orderly condition. All trash, scraps and debris must be placed in a dumpster or suitable container.

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 finish 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 addition 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 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 run-off shall be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer. However, this paragraph is in no way intended to prevent a house or driveway from being built on any certain lots or lot.

All sump pumps shall discharge into drainage swales unless an alternate method of discharge is approved by the Village of Chatham, provided, however, that no sump pump shall discharge in violation of any ordinance of the Village of Chatham.

All dwelling units must be completed within twelve (12) months from the beginning of construction. The beginning of construction shall be considered when the foundation or footings are dug. Construction shall be considered completed when the Occupancy Permit from the Village of Chatham is issued.

Lots 836, 859 and 880 shall have no access to Ptarmigan Drive. Lots 873 Thru 881 and Lot 887 shall have no access to Mansion Road. All of Lot 882 shall be a utility/drainage/CATV Easement.

16. **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 gas wells, tanks, tunnels, mineral excavations 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.

17. **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.

18. **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five 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 addition and to advertise sales of Lots and residences in the subdivision addition.

19. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the subdivision addition. 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 Eighth 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, 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 lot owner violating same.

20. **ASSESSMENTS.** Annual dues will be set and assessed and special assessments may be established or levied against each Lot and its owners for maintenance of street and entrance landscaping, subdivision addition fences, berms, detention basins, drainage and entrance improvements, any amenities in the subdivision addition for the use of Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association. No Lot owner shall be required to pay more than one dues fee or assessment, regardless of the number of additions to Foxx Creek Estates Subdivision. Annual assessments shall be established by 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 the Lot. Any unpaid assessments 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 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.

R. L. P. Development Company, Inc. shall be entitled to cast one vote for each lot that it owns in the subdivision addition.

21. **HOMEOWNERS ASSOCIATION.** By January 1, 2008, a Homeowners Association will be formed. The initial directors and officers of the Homeowners Association will be the officers of R. L. P. Development Company, Inc. The Homeowners Association shall be a not-for-profit corporation. The planned name of the Homeowners Association is Foxx Creek Estates Homeowners Association, (Homeowners Association). Membership in The Homeowners Association shall be as provided for in Paragraph 13 of the Covenants and Restrictions, as amended, for Foxx Creek Estates Subdivision First Addition, and there shall be only one such Homeowners Association for the entire Subdivision. The Homeowners Association shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in the Covenants and Restrictions, as amended, for Foxx Creek Estates Subdivision First Addition and as provided by law. The title to all amenities, landscaping, subdivision addition fences, entrance improvements, boulevards, easements, common areas, and common areas used as green space, detention basins, and subdivision addition appurtenances shall be conveyed by the undersigned to the Homeowners Association, no later than January 1, 2010. The owners of each Lot 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 addition. 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 are 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.

Should the Homeowners Association fail to maintain the common areas, detention basins or any other Homeowner Association responsibility for a period of 30 days after receiving written notice from the Village of Chatham, the Village shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowner Association or both.

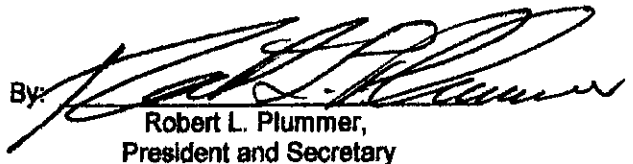
The initial homeowner's association dues will be collected as per the direction of the Homeowners Association. R. L. P. Development Company, Inc., may be assessed annually no more than \$50.00 per finished unsold lot it owns.

Notwithstanding any of the foregoing in this Paragraph 21, if any provision of this said Paragraph conflicts with the terms of Paragraph 13 of the Covenants and Restrictions for Foxx Creek Estates First Addition, the terms of the said Paragraph 13 shall control and be given effect.

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

IN WITNESS WHEREOF the undersigned have set their hands this 30th day of October 2006

R. L. P. Development Company, Inc.

By: 
Robert L. Plummer,
President and Secretary

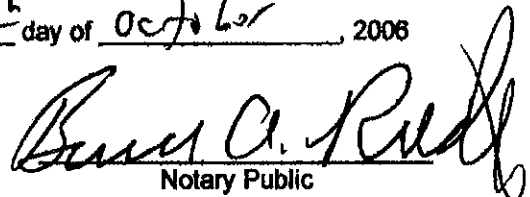
(Corporate Seal)

STATE OF ILLINOIS)
COUNTY OF MADISON) ss.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT Robert L. Plummer, personally known to me to be the President and Secretary of the corporation which signed the foregoing document, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary he signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of October, 2006




Notary Public

Prepared by and return to:
John A. Ess #0755508
Attorney at Law
514 East Vandalia Street
Edwardsville, Illinois 62025
618-858-1514

EXHIBIT A

LEGAL DESCRIPTION FOXX CREEK ESTATES EIGHTH ADDITION

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

Commencing at an iron pipe found marking the West Quarter corner of said Section 1, thence South 89 Degrees 57 Minutes 11 Seconds East along the Quarter Section line a distance of 2400.80 Feet to an iron pipe, thence North 00 Degrees 38 Minutes 39 Seconds West a distance of 1926.78 feet to an iron pipe marking the true point of beginning, thence continuing North 00 Degrees 38 Minutes and 39 Seconds West a distance of 714.91 feet to an iron pipe on the section line, thence south 89 degrees 58 minutes 38 seconds East Along the Section line a distance of 229.19 feet to a stone marking the south Quarter Corner of Section 36, Township 15 North, Range 6 West, Thence North 89 Degrees 59 Minutes 42 Seconds East along the section line a distance of 1009.20 feet to stone, thence South 00 Degrees 37 minutes 43 Seconds East a distance of 674.12 feet to an iron pipe on the North Line of Foxx Creek Estates Plat Number 7, thence South 89 Degrees 22 Minutes 17 Seconds West along said North line a distance of 216.62 feet to an iron pipe, thence South 00 Degrees 37 Minutes 43 Seconds East a distance of 27.20 Feet to an iron pipe, thence South 89 Degrees 22 Minutes 17 Seconds West a distance of 1021.51 feet to the true point of beginning, containing 19.992 Acres, more or less, all in the county of Sangamon, State of Illinois.