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George Ann Linn
RECORDER, SANGAMON CO. IL

DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS
RELATING TO HOMEOWNERS' ASSOCIATION

THIS DECLARATION, made and entered into this 14th
day of June, 1985, by GLENWOOD PARK HOMEOWNERS'
ASSOCIATION, INC., a not-for-profit corporation of Illinois; and
by the MARINE BANK OF SPRINGFIELD, a corporation of Illinois, as
Trustee under Trust Agreement dated July 30, 1975, and known as
Trust No. 53-0714-0, and not individually (hereinafter referred
to as "the Trustee") and August A. Candioto and Bernice Frances
Candioto, beneficiaries of Trust No. 53-0714-0.

WITNESSETH:

WHEREAS, the Trustee and Beneficiaries are the owner in fee
simple of certain real estate in the Village of Chatham, County
of Sangamon, State of Illinois, described on Exhibit "A" which is
attached hereto and made a part hereof; and

WHEREAS, the owners of lots in said subdivision have cause
to be incorporated under the laws of the State of Illinois, a
not-for-profit corporation (hereinafter referred to as "the
association") under the name of "GLENWOOD PARK HOMEOWNERS'
ASSOCIATION" to receive and to hold title to the real estate
dedicated by the Trustee and Beneficiaries as common areas, and
to maintain and administer the common areas and administer and
enforce the covenants and restrictions and to collect and
disburse the assessments and charges hereinafter created; and

WHEREAS, the Trustee, the Beneficiaries and the Association
desire and intend that the several lot owners, occupants and
other persons hereafter acquiring any interest in the
subdivision, shall at times enjoy the benefits of, and shall hold
their interests subject to the rights, easements, terms,
covenants and restrictions hereinafter set forth, all of which
are declared to be a furtherance of a plan to promote and protect
the cooperative aspect of such property and are established for
the purpose of enhancing and perfecting the value, desirability
and attractiveness of such property.

NOW, THEREFORE, the Trustee, the Beneficiaries and the
owners declare that the "common areas" shall be hereafter held,
transferred, conveyed, sold and occupied subject to the rights,
easements terms, covenants and restrictions hereinafter set
forth, each and all of which shall attach to and constitute
covenants running with the land; and the Trustee and owners

Glenwood Park 2nd Add

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further declare that the prior dedications contained and described in Exhibit "B," attached hereto and made a part hereof are by this instrument modified and abrogated, insofar as they restricted or restrict the areas previously dedicated as "common areas."

1. Definitions. As used herein, unless otherwise provided, the following words and terms shall have the following meanings:

(a) Common Areas: That portion or portions of the parcel described on Exhibit "A" which is attached hereto and made a part hereof.

(b) Owner: The person or persons, in possession and holding legal title to one or more lots in the subdivision.

(c) Occupant: A person or persons, other than the owner, in possession of one or more lots in the subdivision.

(d) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(e) Record: To record in the office of the Recorder of Deeds of Sangamon County, Illinois.

(f) Board: The Board of Directors of the Association.

(g) Assessed Member: Those members who own lots in Parcel II, as contained in the Plat of Glenwood Park 2nd Addition, dated September 8, 1972 and recorded September 8, 1972 in Book 21 of Plats, page 1 as Document No. 350048; and those members who own lots in Parcel III, as contained in the Plat of Glenwood Park 3rd Addition, undated and recorded March 15, 1974 in Book 21 of Plats, page 75 as Document 361711; and those members who own lots in Parcel IV as contained in an instrument recorded October 12, 1978 as Document No. 806332.

(h) Non-Assessed Member: Those members who reside in and own lots in Parcel I as contained in the Plat of Glenwood Park 1st Addition, dated November 30, 1971, and recorded December 1, 1971 in Book 20 of Plats at Page 67 as Document No. 343832.

(i) By-Laws: The By-Laws of the Association, a copy of which is hereto attached, as amended from time to time.

(j) Subdivision: The aggregate of lots described in Exhibit B, which make up the subdivision known as "Glenwood Park" in the Village of Chatham, State of Illinois.

2. Property subject to this Declaration: the subdivision is subject to, and shall or may hereafter be held, transferred, conveyed, sold, occupied, mortgaged or encumbered, only subject to the rights, easements, terms, covenants, and restrictions set forth or provided for in this instrument or as this instrument modifies or abrogates the restrictions and covenants described in Exhibit B.

3. Easements:

(a) The Board shall have the right at any time, or from time to time, to grant to municipalities, public utilities or utilities, or any other entity, such easements and rights, and upon such terms and conditions, as the Board deems necessary for the purpose of providing services to the subdivision.

(b) The members, collectively, their occupants, tenants, guests and invitees shall at all times have the right of ingress and egress over, upon and across the common areas and those portions thereof identified as "sidewalks" on the plats.

(c) In the event that any lot or structure thereon encroaches upon any of the common areas, then a perpetual easement appurtenant to such lot or structure shall exist for the continuance of any such encroachment on the common areas.

(d) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and any members, collectively, occupant, purchaser, mortgagee and other person having an interest in the subdivision.

(e) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such lots as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4. Use of Common Areas:

(a) Each Owner and Occupant, and their tenants, guests or invitees, shall have the right to use and enjoy the Common Areas in common with all other Owners and Occupants subject to the terms and provisions hereof. The use of the Common Areas shall be subject to and governed by the provisions of this Declaration, the Association's Articles of Incorporation, the by-laws and the rules and regulations

promulgated from time to time by the Association and the Board.

(b) If, due to the act or neglect of an Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Areas, or any improvements thereon, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not actually reimbursed by insurance.

5. Limitations and Other Provisions with Respect to Common Areas.

The easements and rights of use and enjoyment created hereby for the benefit of Owners and Occupants, and their guests, tenants or invitees, with respect to the Common Areas shall be subject to the following:

(a) The right of the Association to prescribe reasonable rules and regulations governing the use, operation and maintenance of the Common Areas.

(b) The right of the Association to limit the number of guests using the Common Areas.

(c) The right of the Association to suspend the use of the Common Areas except for the right of ingress and egress, by any person for the period during which any assessment against his lot remains unpaid and for a reasonable period for any infraction of its rules and regulations.

(d) The right of the Association to levy assessments as provided in this Declaration.

(e) All other rights and regulations contained in this Declaration.

6. Administration:

(a) The administration of the common areas as is set forth herein shall be vested in the Association.

(b) The duties and powers of the Association and its Board shall be those set forth in its Articles in Incorporation, the by-laws, and this Declaration; provided, however, that the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the by-laws, on the other hand.

(c) All funds collected by the Association shall be

held and expended for the purposes designated herein and in the Articles of Incorporation and the by-laws. All such funds (except for such special assessments as may be levied against less than all the lot owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of each of the Owners in the ratio that he is required to contribute to payment of assessments fixed or levied by the Association.

(d) The members of the Board and the Officers thereof shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers.

(e) The Board shall have the power:

(i) to engage the services of any persons (including but not limited to accountants and attorneys) deemed necessary by the Board, at such compensation deemed reasonable by the Board, in the operation, repair, maintenance and management of the Common Areas, and to remove, at any time, any such personnel;

(ii) to establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by the Board;

(iii) to beautify, maintain, repair and replace the Common Areas and all improvements thereon as may be deemed necessary and proper by the Board;

(iv) to execute all declarations of ownership for tax assessment purposes with regard to the Common Areas on behalf of all Owners;

(v) to borrow funds to pay costs of operation or to meet its obligations, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(vi) to enter into contracts and, generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Areas;

(vii) to protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements;

(viii) to plan and provide future recreational facilities as they see fit;

(ix) to adopt reasonable rules and regulations for the operation and use of the Common Areas and to amend them from time to time. Without limiting the foregoing, the Board may:

- (aa) Regulate the use of any future Recreational Area;
- (bb) Regulate the conduct of members and guests on any portion of the Common Areas;
- (cc) Prohibit or regulate the storage, operation and maintenance of trailers, campers, snow-mobiles, water-borne vehicles, motor scooters and cycles on the Common Areas;
- (dd) Restrict pet roaming and pet walking to certain areas;
- (ee) Prohibit boating and swimming in ponds;
- (ff) Prohibit the erection of playground equipment or other structures on the Common Areas;
- (gg) Prohibit burning on any Common Areas except with permission of the Board.

f. The Board shall provide and pay for, in addition to services and materials above provided for, the following:

- (i) water, waste removal, electricity and telephone and other necessary utility services for the Common Areas, if any;
- (ii) such insurance as the Board is required or permitted to obtain pursuant to the terms of this Declaration hereinafter contained;
- (iii) such furnishings and equipment for the Common Areas as the Board shall determine are necessary and proper;
- (iv) any other materials, supplies, labor, services, maintenance, repairs, or assessments which the Board deems necessary or proper for the maintenance and operation of the Common Areas or for the enforcement of any restrictions or provisions contained herein;
- (v) payment of all general real estate taxes and special assessments levied or assessed on or by reason of ownership of the Common Areas;
- (vi) all permit, license and other fees or taxes

imposed by any competent government authority, levied or assessed on, or as a result of, ownership of any facilities located on the Common Areas;

(vii) to contract for the maintenance and repair of all facilities for supply of water, gas, and other utilities when such facilities are located anywhere on the Common Areas.

7. Assessments:

(a) The assessments described herein shall not apply to and be owing by "Non-Assessed Members" as described in Section 1, (h).

(b) Each Assessed Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments as are levied pursuant to the provisions of this Declaration. Such assessments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest and costs shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to an Owner's successor in title unless expressly assumed.

(c) The assessments levied by the Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of residents of the subdivision and in particular for the improvement, maintenance, conservation, beautification and administration of the Common Areas, including but not limited to the payment of all costs and expenses and the provision of all services, materials and property which the Board has the obligation or power to pay or provide.

(d) There shall be two categories of assessments as follows: (i) the general assessment which shall be levied annually, or at such other intervals as the Board deems appropriate, to include all costs and expenses other than special assessments; and (ii) special assessments which shall be levied for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures, and personal property related thereto or for any other reason.

(e) All general and special assessments shall be fixed at equal amounts for each lot assessed.

(f) From and after the date when the first annual meeting of members is held pursuant to the by-laws, the Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the regular assessment, which may become necessary during the year, shall be charged first against such reserve. If said regular assessment proves inadequate for any reason, including non-payment of any member's assessment, the Board may at any time levy a further assessment.

(g) No special assessment may be levied by the Board of an expenditure in excess of \$1,000.00 unless such expenditure is approved by a vote of the members of two-thirds of the lots owned by assessed members.

(h) All general assessments shall be effective on the date fixed by the Board, and shall be payable in advance. The due date or dates, if it is to be paid in installments, of any special assessment hereof shall be fixed in the resolution authorizing such assessment. Written notice of each assessment shall be delivered or mailed to every member subject thereto not less than ten (10) days prior to the effective or due date thereof.

(i) The Board shall keep full and correct books of account and the same shall be open for inspection by any assessed member or any representative of such member duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the member.

(j) In addition to any remedies or liens provided by law or by this Declaration, if a member is in default in the payments of the aforesaid charges or assessments or any installment thereof for thirty (30) days, the Association may bring suit to enforce collection thereof or to foreclose the lien therefor as provided herein or by law; and there shall be added to the amount due the costs of said suit, together with interest and reasonable attorney fees to be fixed by the Court. No assessed member may waive or otherwise escape liability for the assessments provided for herein by being a non-user of the Common Areas or abandonment of his lot.

(k) Upon ten (10) days notice to the Board, and payment of a reasonable fee fixed by the Board not to exceed Fifteen (\$15.00) Dollars, any member shall be furnished a statement of his account setting forth the

amount of any unpaid assessments or other charges due and owing from such owner.

(1) Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company, and recorded prior to the recording or mailing of a notice by the Board of the amount owing by a member who has refused or failed to pay his share of any assessment when due shall be superior to lien of such unpaid assessment set forth in said notice and to all assessments which became due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed; provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid assessments which are due and payable subsequent to the date when such holder takes possession of the lot, accepts a conveyance of such lot, or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.

(m) Assessments and charges, and all installments thereof, not paid on or before fifteen (15) days after the date when due shall bear interest at the rate of eight (8%) per annum from the date when due until paid. All payments on account shall be credited first to interest due and then to the assessment.

8. Insurance:

(a) The Board, on behalf of the Association, shall acquire and pay for out of the funds it receives hereunder, the following:

(i) a separate policy or policies of insurance with respect to the improvements on the Common Areas insuring against loss or damage by fire and such other casualty insurance as the Board deems advisable, for the full insurable replacement cost of all the structures, improvements and facilities located on the Common Areas. Each such insurance policy shall be written in the name of, and the proceeds thereof shall be payable to, the Association;

(ii) comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the Association, the members of the Board, and their respective agents and employees, and the lot Owners from any liability in connection with the Common Areas;

(iii) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board shall elect to effect.

9. Damage or Destruction and Restoration of Structures and Facilities Located on the Common Areas.

(a) In the event the improvements forming a part of the Common Areas, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies of insurance payable by reason thereof are sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoring or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Association or the payee of such proceeds in payment thereof.

(b) In the event the improvements so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the assessed owners of seventy-five (75%) percent of the lots in the subdivision do not voluntarily make provision for reconstruction of the improvements within 180 days from the date of such damage or destruction, then any proceeds of insurance received as a result of such loss or damage shall be retained by the Association to be used and disbursed in furtherance of its duties and obligations hereunder. If the assessed owners of seventy-five (75%) percent of the lots in the subdivision vote at an annual meeting, or at a meeting specially called for that purpose, to reconstruct said improvements within 180 days from the date of such damage or destruction, and the proceeds of insurance received as a result of such damage or destruction are insufficient to restore or repair said improvements, the balance necessary for such repair and restoration shall be specially assessed against all the assessed members in the manner provided in Paragraph 8 hereof.

10. General Provisions. Upon a merger or consolidation of the Association with another Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one concept. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

11. Enforcement. Enforcement of the covenants and restrictions contained in this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by this instrument, and failure by the

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Association or any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12. Grantees. Each grantee of the members collectively or lot owner, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, as at any time amended, and all easements, rights benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

13. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

14. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land subject to this Declaration and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of two-thirds (2/3) of the lots has been recorded together with a certified copy of resolutions of the Association duly adopted at a meeting of the members agreeing to abolish said covenants, conditions and restrictions in whole or in part; provided, however, that no such agreement or resolutions shall be effective unless made and recorded three (3) years in advance of the effective date of such abolition. No such abolition or amendment shall reduce or eliminate rights granted under Paragraph 3 hereof.

15. Amendments. No provisions of this Declaration may be amended, changed or modified in any manner prior to the first annual meeting of the members of the Association. Except as hereinabove otherwise provided, the provisions of sub-paragraphs (e) and (1) of Paragraphs 7, and this Paragraph 15 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the board and all of the members. Except as hereinabove otherwise provided, other provisions of this Declaration may be amended, changed or

modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by the owners of at least seventy-five (75%) percent of the lots. Any such amendment, change or modification shall be effective upon the recordation thereof. No amendment shall reduce or eliminate rights granted under Paragraph 3 hereof.

16. Severability. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

17. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential community.

18. Trustees. In the event title to any lot should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time, shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such lot. No claim shall be made against any such title holding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or in the title of such real estate.

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

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beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the said Marine Bank of Springfield, as aforesaid, and not individually, has caused its corporate seal to be affixed hereto, and has caused its name to be signed to these presents by its ~~Assistant~~ Vice-President and Trust Officer and attested by its ~~Assistant~~ Trust Officer, this _____ day of _____, 1985.

MARINE BANK OF SPRINGFIELD, as Trustee as aforesaid, and not individually.

By: *Thomas C. McNichols*
Asst. Vice President & Trust Officer

This instrument is executed by MARINE BANK, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by MARINE BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be collected or be enforceable against MARINE BANK by reason of any of the covenants, statements, representations or warranties contained in this instrument.



ATTEST
Deborah F. Lewis
Assistant ~~Cashier~~ Trust Officer

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

I, Deborah F. Lewis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas C. McNichols, personally known to me to be the ^{Ass't} Vice-President of said corporation, duly licensed to transact business in the State of Illinois, David R. Milling, personally known to be the Assistant ~~Cashier~~ Trust Officer of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as ^{Assistant} Vice-President and ^{Trust Officer} Assistant ~~Cashier~~ 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 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.

GIVEN under my hand and notarial seal this 14th day of June, 1985.

Deborah F. Lewis
Notary Public

My Commission Expires
6/13/87

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August A. Candioto
August A. Candioto

Bernice Frances Candioto
Bernice Frances Candioto

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

I, Kenneth R. Boyle, a Notary Public in and for said County, in the State aforesaid, do hereby certify that August A. Candioto & Bernice Frances Candioto personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of June, 1985.

Kenneth R. Boyle
Notary Public



My Commission Expires

5/14/89

GLENWOOD PARK HOMEOWNERS' ASSOCIATION

By: Paul M. Neuman
President



Sandra G. Paige
Secretary

STATE OF)
ILLINOIS) SS.
COUNTY)
SANGAMON)

I, Kenneth R. Boyle, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul M. Neuman, personally known to me to be the President of said corporation, duly licensed to transact business in the State of Illinois Sandra G. Paige, personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they 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 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.

GIVEN under my hand and notarial seal this 13th day of June, 1988.

Kenneth R. Boyle
Notary Public

My Commission Expires
5/14/89

* * * PARCEL I

P-1, P-2 and P-3 of Glenwood Park First Addition,
an Addition to the Village of Chatham, Illinois; and

PARCEL II

P-1, P-2, P-4 and P-4 of Glenwood Park Second
Addition, an Addition to the Village of Chatham,
Illinois; and

PARCEL III

P-1, P-2, P-3 and P-4 of Glenwood Park Third
Addition, an Addition to the Village of Chatham,
Illinois; and

PARCEL IV

P-5 and P-6 of Glenwood Park Fourth Addition, an
Addition to the Village of Chatham, Illinois. * * *

E X H I B I T " A "

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OWNERS' DECLARATION

BE IT KNOWN that August Anthony Candioto and Bernice Frances Candioto, owners of the premises described in the foregoing Surveyor's Certificate, do hereby subdivide said tract of land and do designate such division as Glenwood Park First Addition, an addition to the Village of Chatham, Illinois, in accordance with the attached plat thereof for the purpose of the sale of lots with reference to description and number of the several lots as designated on said plat. Streets and parkways as shown on said plat are dedicated to public use as public thoroughfares and for sewers, water mains, and for public utility purposes, and the easements upon and across all lots as shown on said plat are dedicated for use for sewers, water mains and other public utilities and for surface water drainage:

In consideration of the purchase of or other acquisition of any lots or parts thereof in Glenwood Park subdivision and in order to secure the best use and improvement of the building sites in said addition, to protect the owners of the building sites therein against undue depreciation in value of their properties, to prevent the erection therein of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said subdivision, to locate structural improvements therein with proper regard to topographical features of said subdivision, said owners do hereby, for themselves and for their successors and assigns, covenant and agree with all grantees of lots or parts thereof in said subdivision that the restrictions as hereinafter itemized shall be and are hereby declared to be covenants running with the land therein:

1. Areas identified by the letter "P" in the aforesaid plat of Glenwood Park subdivision shall be used only for park and recreational purposes and no structures, not related to such purposes, shall be erected or placed thereon.
2. Lots shall be used for residential purposes only and not more than one residential structure shall be placed on each lot. Each of said structures shall be limited to one single family, detached dwelling not exceeding two and one-half stories in height with private garage for not more than three automobiles.

BOOK 1111 PAGE 448

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3. All residential structures shall meet the following standards: The ground floor area, including utility room and excluding cellar, basement, open porch, breeze-way and garage, shall possess an enclosed area of not less than one thousand four hundred ninety (1,490) square feet, measured from the outside of each exterior wall, and every dwelling of more than one story, including utility room and excluding cellar, basement, open porch, breeze-way and garage, shall possess an enclosed area of not less than one thousand five hundred fifty (1,550) square feet, measured from the outside of each exterior wall.

4. "Building site" as used in this instrument shall mean any part of any single tract of land, all of which is owned by the same person or group, and no residential structures shall be erected on placed on any building site having an area less than the area of the smallest lot in said subdivision. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line unless approval for same has been theretofore obtained from the subdivision's governing authority.

5. No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot, except if both lots are owned by the same person or persons. No structure shall be located nearer than fifteen feet to any side lot line except if both lots are owned by the same person or persons.

6. Easements for installation and maintenance of drainage and utility facilities are reserved as shown on the recorded plat of Glenwood Park First Addition.

7. No structure shall be erected without an individual waste disposal system and no septic tank shall be installed without first conducting a proper soil percolation test and without provision for the minimum number of laterals as are customarily required for a house of the size contemplated, all in accordance with pertinent regulations of the Illinois State Sanitary Water Board any any other State regulating agency.

8. All electric, telephone and cable television service lines and

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BOOK 1111 PAGE 449

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wires in Glenwood Park First Addition and to any building site therein shall be installed underground, except that above-ground electrical service will be permitted temporarily during and incident to construction on a building site.

9. No automobile, truck or similar type vehicle or commercial vehicle, trailer, camper or boat shall be maintained or parked on any building site or in or along the streets in Glenwood Park for periods of more than eight hours except in a garage.

10. No structure of a temporary nature, whether same be a partially completed permanent structure, basement, garage, shack, barn or other form of outbuilding or trailer, camper, tent or similar type of abode shall be used on any building site at any time as a residence.

11. No signs of any kind shall be displayed to the public view on any building site excepting one professional sign of more than five square feet situated thereon advertising said property for sale or rent.

12. No animals of any kind other than household pets shall be raised, bred or kept on any building lot and all household pets shall be kept within the confines of the lot area of its owner except when on leash.

13. No lot owner shall interfere with the free flow of surface water across his lot.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15. No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

17. Trees, shrubs, bushes and similar growths situated in the subdivisions parks and upon all other grounds common to its residents shall

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BOOK 1111 PAGE 450

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not be trimmed, cut or removed without the permission of the appropriate authorities.

18. Should any local municipal ordinances or other governing statutes be more restrictive than any of the restrictive covenants contained herein, then such ordinances or statutes shall be deemed controlling.

19. The restrictive covenants contained herein shall run with the land and shall be binding on all original lot owners and their respective successors in title or interest for a period of twenty years from the date this declaration is recorded after which time said covenants shall automatically expire.

20. The right to enforce the restrictive covenants contained herein by injunction or other appropriate legal relief or remedy shall be and is hereby vested in all original lot owners and their respective successors in title or interest and in their heirs and assigns.

21. Enforcement of these restrictive covenants shall be by appropriate proceedings at law or in equity by any interested party against any person violating or attempting to violate any restrictions, either to restrain further violation thereof or to recover damages due to such violation. No proceeding in this regard shall be brought after an improvement has been completed.

22. A not for profit corporation, to be named Architectural Control Committee, Inc., shall be organized contemporaneously herewith and said corporation's board of directors shall be comprised of August Anthony Candioto, Bernice Frances Candioto and John L. Reynolds. No structure shall be erected in Glenwood Park First Addition until the construction plans and specifications and a plot plan showing the location of the structure and of the driveway have been approved in writing by the board of directors of said corporation as to quality of workmanship and material harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines. In the event said board of directors fails either to approve or disapprove any such plans and specifications within thirty days after same have been submitted to it or otherwise fails to file suit to enjoin the erection of such building structure or the making of alterations within forty-five days after construction has commenced, such approval will not be required.

BOOK 1111 PAGE 451

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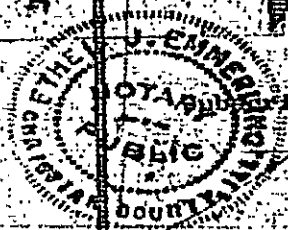
and the restrictive covenants contained herein will be deemed to have been waived. All construction work must be diligently pursued to completion within a reasonable time as determined by the board of directors of Architectural Control Committee, Inc.

23. Invalidation of any one or more of these restrictions by judgment or court order shall not affect any of the other restrictive covenants set forth herein and same shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands and seals upon this 30 day of November, 1971.

August Anthony Candioto
AUGUST ANTHONY CANDIOTO, Owner

Bernice Frances Candioto
BERNICE FRANCES CANDIOTO, Owner



Subscribed and sworn to before me this 31st day of November, 1971.

Ethel J. Emmerich
Notary Public

Small
August A Candioto
R.R. 1
Chatham, Ill

521831

State of North Carolina, I hereby certify that this instrument was filed for record at 4:16 PM and in DECI-1971 recorded in 1111 of 1971 on 30 day of November 1971.
Bernice Frances Candioto
RECORDED OF DEEDS

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BOOK 1111 PAGE 452

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OWNERS' DECLARATION

BE IT KNOWN that August Anthony Candioto and Bernice Frances Candioto, as owners of the premises described in the foregoing Surveyor's Certificate, do hereby subdivide said tract of land and do designate such subdivision as Glenwood Park Second Addition, being an addition to the Village of Chatham, Illinois, in accordance with the attached plat thereof entitled Glenwood Park Second Addition, an Addition to the Village of Chatham, Illinois, part of the Southeast quarter of Section 8, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, for the purpose of the sale of lots therein by description and number appearing and designated on said plat. Streets and parkways as marked and identified thereon are dedicated to public use as thoroughfares and for use incident to the installation of sewers, water mains and for all other public utility purposes. Easements as marked and identified thereon are dedicated for use incident to the installation of sewers, water mains and all other public utilities and for use in providing surface water drainage.

As a part of the consideration given by grantees incident to acquisition of tracts in this Glenwood Park Second Addition, and in order to secure the best use and improvement of the building sites therein, to protect grantees as owners of building sites therein against extraordinary

✓ 502830

State of Illinois, Sangamon County
I, *[Signature]*, County Clerk, do hereby certify that this instrument was filed for record at *[Date]* 1972.
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or unreasonable depreciation in values regarding their respective properties, to prevent erection therein of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said subdivision, to locate structural improvements therein with proper regard to topographical features of said subdivision, grantees as owners do hereby, for themselves and for their successors and assignees, covenant and agree with all grantees of tracts in said subdivision that the following list of conditions and restrictions shall be, and they are hereby declared to be covenants running with the premises conveyed:

1. Areas identified by the letter "P" in the aforesaid plat of Glenwood Park subdivision shall be used only for park and recreational purposes and no structures, not related to such purposes, shall be erected or placed thereon.

2. Lots shall be used for residential purposes only and not more than one residential structure shall be placed on each lot. Each of said structures shall be limited to one single family, detached dwelling not exceeding two and one-half stories in height with private garage for not more than three automobiles.

3. All residential structures shall meet the following standards: The ground floor area, including utility room and excluding cellar, basement, open porch, breeze-way and garage, shall possess an enclosed area of not less than one thousand four hundred ninety (1,490) square feet, measured from the outside of each exterior wall, and every dwelling of more than one story, including utility room and excluding cellar, basement, open porch, breeze-way and garage, shall possess an enclosed area of not less than one thousand five hundred fifty (1,550) square feet, measured from the outside of each exterior wall.

4. "Building site" as used in this instrument shall mean any part of any single tract of land, all of which is owned by the same person or group, and no residential structures shall be erected or placed on any building site having an area less than the area of the smallest lot in said subdivision. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line unless approval for same has been theretofore obtained from the subdivision's governing authority.

5. No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback.

lines shown on the recorded plat. Eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot, except if both lots are owned by the same person or persons. No structure shall be located nearer than fifteen feet to any side lot line except if both lots are owned by the same person or persons.

6. Easements for installation and maintenance of drainage and utility facilities are reserved as shown on the recorded plat of Glenwood Park First Addition.

7. No structure shall be erected without an individual waste disposal system and no septic tank shall be installed without first conducting a proper soil percolation test and without provision for the minimum number of laterals as are customarily required for a house of the size contemplated, all in accordance with pertinent regulations of the Illinois State Sanitary Water Board and any other State regulating agency.

8. All electric, telephone and cable television service lines and wires in Glenwood Park First Addition and to any building site therein shall be installed underground, except that above-ground electrical service shall be permitted temporarily during and incident to construction on a building site.

9. No automobile, truck or similar type vehicle or commercial vehicle, trailer, camper or boat shall be maintained or parked on any building site or in or along the streets in Glenwood Park for periods of more than eight hours except in a garage.

10. No structure of a temporary nature, whether same be a partially completed permanent structure, basement, garage, shack, barn or other form of outbuilding or trailer, camper, tent or similar type of abode shall be used on any building site at any time as a residence.

11. No signs of any kind shall be displayed to the public view on any building site excepting one professional sign of more than five square feet situated thereon advertising said property for rent or sale.

12. No animals of any kind other than household pets shall be raised, bred or kept on any building lot and all household pets shall be kept within the confines of the lot area of its owner except when on leash.

13. No lot owner shall interfere with the free flow of surface water across his lot.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15. No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

17. Trees, shrubs, bushes and similar growths situated in the subdivision parks and upon all other grounds common to its residents shall not be trimmed, cut or removed without the permission of the appropriate authorities.

18. Should any local municipal ordinances or other governing statutes be more restrictive than any of the restrictive covenants contained herein, then such ordinances or statutes shall be deemed controlling.

19. The restrictive covenants contained herein shall run with the land and shall be binding on all original lot owners and their respective successors in title or interest for a period of twenty years from the date this declaration is recorded after which time said covenants shall automatically expire.

20. The right to enforce the restrictive covenants contained herein by injunction or other appropriate legal relief or remedy shall be and is hereby vested in all original lot owners and their respective successors in title or interest and in their heirs and assigns.

21. Enforcement of these restrictive covenants shall be by appropriate proceedings at law or in equity by any interested party against

any person violating or attempting to violate any restrictions, either to restrain further violation thereof or to recover damages due to such violation. No proceeding in this regard shall be brought after an improvement has been completed.

22. A not-for-profit corporation, to be named Architectural Control Committee, Inc., shall be organized contemporaneously herewith and said corporation's board of directors shall be comprised of August Anthony Candioto, Bernice Frances Candioto and John L. Reynolds. No structure shall be erected in Glenwood Park First Addition until the construction plans and specifications and a plot plan showing the location of the structure and of the driveway have been approved in writing by the board of directors of said corporation as to quality of workmanship and material, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines. In the event said board of directors fail either to approve or disapprove any such plans and specifications within thirty days after same have been submitted to it or otherwise fails to file suit to enjoin the erection of such building structure or the making of alterations within forty-five days after construction has commenced, such approval will not be required and the restrictive covenants contained herein will be deemed to have been waived. All construction work must be diligently pursued to completion within a reasonable time as determined by the board of directors of Architectural Control Committee, Inc.

23. A not-for-profit corporation, to be named Glenwood Park Association of Homeowners of a name similar thereto, shall be organized in conjunction with the inception, development and maintenance of Glenwood Park Second Addition, and the ownership of a lot, building site or other tract in said Addition shall automatically cause and require each owner thereof to become a member of said not-for-profit corporation. The incorporators and initial Board of Directors of the corporation shall be August A. Candioto, Bernice Frances Candioto and August Anthony Candioto, Jr. Said corporation is ordained to serve and promote the general welfare of the residents of Glenwood Park Second Addition through sponsorship and endorsement of various civic, recreational, charitable, social and educational activities of the addition, and, in particular, through establishment and maintenance of all parks, playground areas and all other open areas as have been or may hereafter be dedicated or otherwise contributed

OWNERS' DECLARATION

BE IT KNOWN that August Anthony Candioto and Bernice Frances Candioto as owners of the premises described in the foregoing Surveyor's Certificate do hereby subdivide said tract of land and do designate such subdivision as Glenwood Park Third Addition, being an addition to the Village of Chatham, Illinois, in accordance with the attached plat thereof entitled Glenwood Park Third Addition, an addition to the Village of Chatham, Illinois, part of the Southeast Quarter of Section 8, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, for the purpose of the sale of lots therein by description and number appearing and designated on said plat. Streets and pathways as marked and identified thereon are dedicated to public use as thoroughfares and for use incident to the installation of sewers, water mains and for all other public utility purposes. Easements as marked and identified thereon are dedicated for use incident to the installation of sewers, water mains and all other public utilities and for use in providing surface water drainage.

As a part of the consideration given by grantees incident to acquisition of tracts in this Glenwood Park Third Addition, and in order to secure the best use and improvement of the building sites therein, to protect grantees as owners of building sites therein against extraordinary or unreasonable depreciation in value regarding their respective properties, to prevent erection therein of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said subdivision, to locate structural improvements therein with proper regard to topographical features of said subdivision, grantees as owners do hereby, for themselves and for their successors and assigns, covenant and agree with all grantees of tracts in said subdivision that the following list of conditions and restrictions shall be, and they are hereby declared to be covenants running with the premises conveyed:

BOOK 1189 PAGE 413

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1. Areas identified by the letter "P" in the aforesaid plat of Glenwood Park subdivision shall be used only for park and recreational purposes and no structures, not related to such purposes, shall be erected or placed thereon.

2. Lots shall be used for residential purposes only and not more than one residential structure shall be placed on each lot. Each of said structures shall be limited to one single family, detached dwelling not exceeding two and one-half stories in height with private garage for not more than three automobiles.

3. All residential structures shall meet the following standards: The ground floor area, including utility room and excluding galler, basement, open porch, breeze-way and garage, shall possess an enclosed area of not less than one thousand four hundred ninety (1,490) square feet, measured from the outside of each exterior wall; and every dwelling of more than one story, including utility room and excluding callar, basement, open porch, breeze-way and garage, shall possess an enclosed area of not less than one thousand five hundred fifty (1,550) square feet, measured from the outside of each exterior wall.

4. "Building site" as used in this instrument shall mean any part of any single tract of land, all of which is owned by the same person or group, and no residential structures shall be erected or placed on any building site having an area less than the area of the smallest lot in said subdivision. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building set back line unless approval for same has been theretofore obtained from the subdivision's governing authority.

5. No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot, except

BOOK 1189 PAGE 414

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if both lots are owned by the same person or persons. No structure shall be located nearer than fifteen feet to any side lot line except if both lots are owned by the same person or persons.

6. Easements for installation and maintenance of drainage and utility facilities are reserved as shown on the recorded plat of Glenwood Park Third Addition.

7. No structure shall be erected without an individual waste disposal system and no septic tank shall be installed without first conducting a proper soil percolation test and without provisions for the minimum number of laterals as are customarily required for a house of the size contemplated, all in accordance with pertinent regulations of the Illinois State Sanitary Water Board and any other State regulating agency.

8. All electric, telephone and cable television service lines and wires in Glenwood Park Third Addition and to any building site therein shall be installed underground, except that above-ground electrical service shall be permitted temporarily during and incident to construction on a building site.

9. No automobile, truck or similar type vehicle or commercial vehicle, trailer, camper or boat shall be maintained or parked on any building site or in or along the streets in Glenwood Park Third Addition for periods of more than eight hours except in a garage.

10. No structure of a temporary nature, whether same be a partially completed permanent structure, basement, garage, shack, barn or other form of out-building or trailer, camper, tent or similar type of abode shall be used on any building site at any time as a residence.

11. No signs of any kind shall be displayed to the public view on any building site excepting one professional sign of more than five square feet situated thereon advertising said property for sale or rent.

BOOK 1189 PAGE 415

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12. No animals of any kind other than household pets shall be raised, bred or kept on any building lot and all household pets shall be kept within the confines of the lot area of its owner except when on leash.

13. No lot owner shall interfere with the free flow of surface water across his lot.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15. No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. No noxious or offensive activity shall be carried on upon any building site; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. Trees, shrubs, bushes and similar growths situated in the subdivision parks and upon all other grounds common to its residents shall not be trimmed, cut or removed without the permission of the appropriate authorities.

18. Should any local municipal ordinances or other governing statutes be more restrictive than any of the restrictive covenants contained herein, then such ordinances or statutes shall be deemed controlling.

19. The restrictive covenants contained herein shall run with the land and shall be binding on all original lot owners and their respective successors in title or interest for a period of twenty years from the date this declaration is recorded after which time said covenants shall automatically expire.

BOOK 1189 PAGE 416

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20. The right to enforce the restrictive covenants contained herein by injunction or other appropriate legal relief or remedy shall be and is hereby vested in all original lot owners and their respective successors in title or interest and in their heirs and assigns.

21. Enforcement of these restrictive covenants shall be by appropriate proceedings at law or in equity by any interested party against any person violating or attempting to violate any restrictions, either to restrain further violation thereof or to recover damages due to such violation. No proceeding in this regard shall be brought after an improvement has been completed.

22. A not-for-profit corporation, to be named Architectural Control Committee, Inc., shall be organized contemporaneously herewith and said corporation's board of directors shall be comprised of August Anthony Candioto, Bernice Frances Candioto and John P. Reynolds. No structure shall be erected in Glenwood Park Third Addition until the construction plans and specifications and a plot plan showing the location of the structure and of the driveway have been approved in writing by the board of directors of said corporation as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines. In the event said board of directors fail either to approve or disapprove any such plans and specifications within thirty days after same have been submitted to it or otherwise fails to file suit to enjoin the erection of such building structure or the making of alterations within forty-five days after construction has commenced, such approval will not be required and the restrictive covenants contained herein will be deemed to have been waived. All construction work must be diligently pursued to completion within a reasonable time as determined by the board of directors of Architectural Control Committee, Inc.

BOOK 1189 PAGE 417

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23. A not-for-profit corporation, to be named Glenwood Park Association of Homeowners or a name similar thereto, shall be organized in conjunction with the inception, development and maintenance of Glenwood Park Third Addition, and the ownership of a lot, building site or other tract in said Addition shall automatically cause and require each owner thereof to become a member of said not-for-profit corporation. The incorporators and initial Board of Directors of the corporation shall be August A. Candioto, Bernice Frances Candioto and August Anthony Candioto, Jr. Said corporation is ordained to serve and promote the general welfare of the residents of Glenwood Park Third Addition through sponsorship and endorsement of various civic, recreational, charitable, social and educational activities of the addition, and, in particular, through establishment and maintenance of all parks, playground areas and all other open areas as have been or may hereafter be dedicated or otherwise contributed to community use in said addition. Assessment may be made from time to time as financial support in accomplishment of said corporate purposes; however, in no event shall such assessments exceed the sum of Twenty-five Dollars (\$25.00) annually per corporate member. Further such assessments shall never in any respect be deemed to or otherwise constitute a lien upon or against any portion of a member's interest in real estate in the said Glenwood Park Third Addition. All corporate by-laws and regulations generally adopted, imposed upon or followed by not-for-profit corporations in this State shall be observed by the corporation ordained herein.

24. Invalidation of any one or more of these restrictions by judgment or court order shall not affect any of the other restrictive covenants set forth herein and same shall remain in full force and effect.

BOOK 1189 PAGE 418

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IN WITNESS WHEREOF the undersigned have hereunto set their respective hands and seals upon this _____ day of March, 1974.

August Anthony Carduto
AUGUST ANTHONY CARDUTO, Owner

Bernice Frances Carduto
BERNICE FRANCES CARDUTO, Owner

Acknowledged before me this _____ day of _____, 1974.

Notary Public

*Prepared by
Reynolds & Worschley
Attorney at Law, Boston*

55-1916
State of Massachusetts, County of Essex, I hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Essex, Massachusetts.
MAR 15 1974
Book _____ of _____ Page _____

Handwritten signature
RECORDED OF DEEDS

*Mail
Mr. Carduto
R.R. 1
Chatham, MA 01762*

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DATED September 12, 1978

WHEREAS, SPRINGFIELD MARINE BANK of Springfield, Illinois, as Trustee under Trust No. 53-0714-0, dated the 30th day of July, 1978, known as the Candiotto Trust, as owners of the premises described in the foregoing Surveyor's Certificate, does hereby subdivide said tract of land and does designate such subdivision as Glenwood Park Fourth Addition, being an addition to the Village of Chatham, Illinois, in accordance with the attached Plat thereof entitled Glenwood Park Fourth Addition, being an addition to the Village of Chatham, Illinois, part of the Southeast Quarter of Section 3, Township 18 North, Range 9 West of the Third Principal Meridian, Sangamon County, Illinois, for the purpose of the sale of lot therein by description and number appearing and designated on said plat. Street and parkway as marked and identified thereon are dedicated to public use as thoroughfares and for use incident to the installation of sewers, water mains and all other public utility purposes. Easements as marked and identified thereon are dedicated to use incident to the installation of sewers, water main, and all other public utilities and for use in providing electric water service.

WHEREAS, it is desired to secure the best use and improvement and to protect the owners of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of costly designed or constructed buildings, so to make the best use of and to preserve the natural beauty of said subdivision, to locate structural improvements therein with proper regard to topographical features of said subdivision and to generally provide to a quality type of development of said subdivision, fourth addition, trustee as owner does hereby, for itself and its successor as assign, covenant and agree with all grantees of trust in said subdivision that the following list of conditions and restrictions shall be, and they are hereby declared to be covenants running with the premises conveyed:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Springfield Marine Bank as Trustee, Illinois, as Trustee aforesaid, owns the said property, does hereby declare that all lots in said Glenwood Park Fourth Addition, shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. Area identified by the letters "P" on the aforesaid plat of Glenwood Park subdivision shall be used only for park and recreational purposes and no structure, so related to such purposes, shall be erected or placed thereon.

2. Lot shall be used for residential purposes only and not for any other residential structure shall be placed on each lot. All other structures shall be limited to one single family detached dwelling or exceeding two and one-half stories in height with drive aisle to be not more than three automobiles.

3. All residential structures shall meet the following standards: The total floor area, including utility room and excluding entry, basement, open porch, breeze-way and garage, shall possess a net floor area of not less than one thousand four hundred ninety (1,490) square feet, measured from the outside of each exterior wall, no overhanging of more than one story, including utility room or exterior entry, basement, open porch, breeze-way and garage shall possess an enclosed area of not less than one thousand five hundred fifty (1,550) square feet, measured from the outside of each exterior wall.

4. "Building area" as used in this instrument shall mean any part of any single tract of land, all of which is owned by the same person or group, and no residential structures shall be erected or placed on any building site having an area less than the area of the smallest lot in said subdivision. No fence or wall shall

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be erected, placed or altered on any building site nearer to any street than the minimum building set back line unless approval for same has been theretofore obtained from the subdivision's governing authority.

5. No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. Eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot, except if both lots are owned by the same person or persons. No structure shall be located nearer than fifteen feet to any side lot line except if both lots are owned by the same person or persons.

6. Easements for installation and maintenance of drainage and utility facilities are reserved as shown on the recorded plat of Glenwood Park Fourth Addition.

7. If at the time of construction of improvements on a lot within Glenwood Park Fourth Addition, the Springfield Sanitary District Sewer System is not then available and receiving discharge of effluent, an individual waste disposal system and septic tank shall be installed with provisions for the minimum number of laterals as are customarily required for a house of the size contemplated after first conducting a proper soil percolation test, all in accordance with pertinent regulations of the Illinois State Sanitary Water Board and any other State regulating agency; however, when sewers become available, and connections thereto are allowed by the Springfield Sanitary District, then laterals approved by the Springfield Sanitary District for each lot or tract shall be connected to the Sanitary Sewer System and septic tanks disconnected.

8. All electric, telephone and cable television service lines and wires in Glenwood Park Fourth Addition and to any building site therein shall be installed underground, except that above-ground electrical service shall be permitted temporarily during and incident to construction on a building site.

9. No automobile, truck or similar type vehicle or commercial vehicle, trailer, camper or boat shall be maintained or parked on any building site or in or along the streets of Glenwood Park Fourth Addition for periods of more than eight hours except in a garage.

10. No structure of a temporary nature, whether same be a partially completed permanent structure, basement, garage, shack, barn or other form of outbuilding or trailer, camper, tent or similar type of abode shall be used on any building site at any time as a residence.

11. No signs of any kind shall be displayed to the public view on any building site excepting one professional sign of not more than five square feet situated thereon advertising said property for sale or rent.

12. No animals of any kind other than household pets shall be raised, bred or kept on any building lot and all household pets shall be kept within the confines of the lot area of its owner except when on leash.

13. No lot owner shall interfere with the free flow of surface water across his lot.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

15. No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

17. Trees, shrubs, bushes and similar growths situated in the subdivision parks and upon all other grounds common to its residents shall not be trimmed, cut or removed without the permission of the appropriate authorities.

18. Should any local municipal ordinances or other governing statutes be more restrictive than any of the restrictive covenants contained herein, then such ordinances or statutes shall be deemed controlling.

19. The restrictive covenants contained herein shall run with the land and shall be binding on all original lot owners and their respective successors in title or interest for a period of twenty years from the date this declaration is recorded after which time said covenants shall automatically expire.

20. The right to enforce the restrictive covenants contained herein by injunction or other appropriate legal relief or remedy shall be and is hereby vested in all original lot owners and their respective successors in title or interest and in their heirs and assigns.

21. Enforcement of these restrictive covenants shall be by appropriate proceedings at law or in equity by any interested party against any person violating or attempting to violate any restrictions, either to restrain further violation thereof or to recover damages due to such violation. No proceeding in this regard shall be brought after an improvement has been completed.

22. A not-for-profit corporation, to be named Architectural Control Committee, Inc., shall be organized contemporaneously herewith and said corporation's board of directors shall be comprised of August Anthony Candioto, Bernice Frances Candioto and John L. Reynolds. No structure shall be erected in Glenwood Park Fourth Addition until the construction plans and specifications and a plot plan showing the location of the structure and of the driveway have been approved in writing by the board of directors of said corporation as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines. In the event said board of directors fail either to approve or disapprove any such plans and specifications within thirty days after same have been submitted to it or otherwise fails to file suit to enjoin the erection of such building structure or the making of alternations within forty-five days after construction has commenced, such approval will not be required and the restrictive covenants contained herein will be deemed to have been waived. All construction work must be diligently pursued to completion within a reasonable time as determined by the board of directors of Architectural Control Committee, Inc.

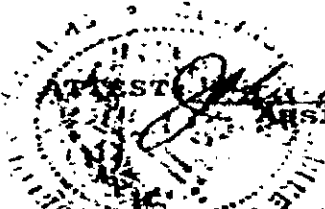
23. A not-for-profit corporation, to be named Glenwood Park Association of Homeowners or a name similar thereto, shall be organized in conjunction with the inception, development and maintenance of Glenwood Park Fourth Addition, and the ownership of a lot, building site or other tract in said Addition shall automatically cause and require each owner thereof to become a member of said not-for-profit corporation. The incorporators and initial Board of Directors of the corporation shall be August A. Candioto, Bernice Frances Candioto and August Anthony Candioto, Jr. Said corporation is ordained to serve and promote the general welfare of the residents of Glenwood Park Fourth Addition through sponsorship and endorsement of various civic, recreational, charitable, social and educational activities of the addition, and, in particular, through establishment and maintenance of all parks, playground areas and all other open areas as have been or may hereafter be dedicated or otherwise contributed to community use in said addition. Assessment may be made from time to time as financial support in accomplishment of said corporate purposes; however, in no event shall such assessments exceed the sum of Twenty-five Dollars (\$25.00) annually per corporate member. Further such assessments shall never in any respect be deemed to or otherwise constitute a lien upon or against any portion of a member's interest in real estate in the said Glenwood Park Fourth Addition. All corporate by-laws and regulations generally adopted, imposed upon or followed by not-for-profit corporations in this State shall be observed by the corporation ordained herein.

24. Invalidation of any one or more of these restrictions by judgment or court order shall not affect any of the other restrictive covenants set forth herein and same shall remain in full force and effect.

IN WITNESS WHEREOF, Springfield Marine Bank of Springfield, Illinois, as Trustee under Trust No. 53-0714-0, dated July 30, 1975, known as the Candioto Trust, has hereunto affixed its hand and seal this _____ day of _____, 1978.

(CORPORATE SEAL)

SPRINGFIELD MARINE BANK of Springfield, Illinois, as Trustee under Trust No. 53-0714-0, dated July 30, 1975, known as Candioto Trust.



John M. Thompson
Assistant Cashier

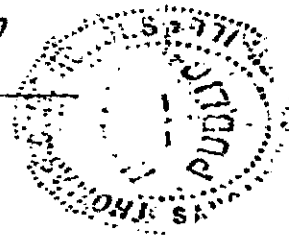
BY: [Signature]
ASST. Vice President and Trust Officer

STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS

I, THOMAS C. McNichols, a Notary Public in and for said County and State, do hereby certify that M. J. PROVINCES ASST. Vice President and Trust Officer, and JOHN M. THOMPSON, Assistant Cashier of Springfield Marine Bank, personally known to me to be the same persons whose names are subscribed to the foregoing Restrictive Covenants in Glenwood Park Fourth Addition to the Village of Chatham, Illinois Dated SEPT. 12, 1978 as such ASST. Vice President and Trust Officer and as such Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and sealed said instrument and adopted said Restrictive Covenants as their free and voluntary act and as the free and voluntary act and deed of said Springfield Marine Bank, pursuant to authority of its Board of Directors for the uses and purposes therein set forth.

Given under my hand and seal this 12th day of SEPT., 1978.

Thomas C. McNichols
Notary Public



Prepared by:
C. Clark Germann
Sorling, Northrup, Hanna,
Cullen and Cochran, Ltd.
820 Illinois Building
Springfield, Illinois 62701
Telephone: (217) 544-1144

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BYLAWS
OF
GLENWOOD PARK HOMEOWNERS' ASSOCIATION

ARTICLE I

PURPOSES

The purposes of the Association are non-political and not-for-profit. Its purpose is to bring together the members to conduct civic, recreational, charitable, social and informational activities, to hold legal title to and to perform maintenance of the common areas, and in general, to do and perform such acts as will promote the general welfare of the residents of and the improvement of the community known as Glenwood Park, a subdivision located in the Village of Chatham, Sangamon County, Illinois, and of such other subdivisions as may be laid out and platted adjacent and contiguous thereto. Upon dissolution of the Association, provision shall be made for the payment of its liabilities and its remaining assets will be distributed to its members and its charter shall be surrendered.

ARTICLE II

OFFICES

The association shall maintain in the State of Illinois a registered office and registered agent, at such office and may have other offices.

ARTICLE III

MEMBERS

SECTION 1. CLASSES OF MEMBERS. The association shall have two (2) classes of members.

a) "Regular members" shall be the owners of lots in Glenwood Park Subdivision, Chatham, Illinois.

b) "Associate members" shall be the owners of lots in Ivy Glen Subdivision, Chatham, Illinois.

SECTION 2. VOTING RIGHTS. Each natural individual, corporation, partnership, trustee or beneficiary thereof or other legal entity capable of holding title to real property in Glenwood Park Subdivision shall be entitled to one (1) undivided vote, for each lot owned in the subdivision on each matter

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submitted to a vote of the "regular members." "Associate members" shall have no voting rights on matters submitted to a vote of the "regular members."

Upon a sale of a lot by a "regular member" to a successor in title, the successor in title shall have the same voting rights as a "regular member." All voting shall be by secret ballot. Memberships are non-transferable except as provided herein by sale of lot.

SECTION 3. NO MEMBERSHIP CERTIFICATES. No membership certificates in the Association shall be issued or be required.

SECTION 4. ANNUAL ASSESSMENTS. The annual assessment of each regular member shall initially be twenty-five dollars (\$25) per year and shall be due and payable at a date set by the board of directors. The annual assessment may be adjusted from time to time to meet the needs of the Association by a vote of the directors. However, in no event shall the assessment for one year exceed fifty dollars (\$50) for any one regular member. All assessments shall be equal. Failure to pay any assessment after three (3) notices shall result in the recording of a lien against the lot of the non-paying member.

ARTICLE IV

MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING. An annual meeting of the members shall be held on the _____ day of _____ of each year for the purpose of electing directors, approving a proposed budget, and for the transaction of such other business as may come before the meeting. If such day be a Sunday or a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

SECTION 2. SPECIAL MEETING. Special meetings of the members may be called either by the president, the board of directors, or not less than one-third of the members having voting rights.

SECTION 3. PLACE OF MEETING. The board of directors may designate any place as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Illinois.

SECTION 4. NOTICE OF MEETINGS. Written notice stating the place, date, and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than five nor more than forty days before the date of such meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the association, with postage thereon prepaid.

SECTION 5. INFORMAL ACTION BY MEMBERS. Any action required to be taken at a meeting of the members of the association, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

SECTION 6. QUORUM. The members holding one-third of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting at any time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting; withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 7. PROXIES. Each member entitled to vote at a meeting of members or to express consent or dissent to association action in writing without a meeting may authorize another person or persons to act for him by proxy, executed by him in writing, but no such proxy shall be voted or acted upon after 11 months from its date, unless the proxy provided for a longer period.

ARTICLE V

BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. The affairs of the Association shall be managed by its board of directors. The board of directors shall be vested with and shall possess all of the rights, powers, options, duties and responsibilities as are provided by the Declaration of Homeowners Association. The board of directors shall not incur expenditures in excess of revenues without the consent of the membership.

SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS. The number of directors shall be five (5), at least one (1) elected from each of the four plats of the subdivision. Each director shall hold office until the next annual meeting of members and until his successors shall have been elected and qualified. Directors must be members of the association. The number of directors may be decreased to not fewer than 3 or increased to any number from time to time by amendment of this section, unless the articles of incorporation provide that a change in the number of directors shall be made only by amendment of the articles of incorporation. If such member be a legal entity other than a natural person, their duly designated officer, partner, beneficiary or trustee shall be eligible to serve as a director.

SECTION 3. ELECTION. At each annual meeting of the members, the members shall, by a vote of a plurality of the members present at such meeting, or by proxy, elect the entire board of directors for the forthcoming year.

SECTION 4. REGULAR MEETINGS. A regular annual meeting of the board of directors shall be held without other notice than these bylaws, immediately after, and at the same place as, the annual meeting of members. The board of directors may provide by resolution the time and place, for the holding of additional regular meetings of the board without other notice than such resolution.

SECTION 5. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board may fix any place as the place for holding any special meeting of the board called by them.

SECTION 6. NOTICE. Notice of any special meeting of the board of directors shall be given at least two days previously thereto by written notice to each director at his address as shown by the records of the association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the board of directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of such meeting, unless specifically required by law or by these bylaws.

SECTION 7. QUORUM. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice.

SECTION 8. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these bylaws, or the articles of incorporation.

SECTION 9. VACANCIES. Any vacancy occurring in the board of directors or any directorship to be filled by reason of any increase in the number of directors shall be filled by the board of directors unless the articles of incorporation, a statute, or these bylaws provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 10. COMPENSATION. Directors shall serve without compensation, but by resolution of the board of directors, any expenses of the board are reimbursable. Nothing therein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefor.

SECTION 11. REMOVAL OF DIRECTORS. Any director may be removed from office for cause at any regular meeting of members by vote of two-thirds of the members present in quorum. Such director shall be notified of the meeting and of the specific charges against him at least three days prior to the meeting. Such director may appear in his own defense either in person or by attorney and may present witnesses.

ARTICLE VI

OFFICERS

SECTION 1. OFFICERS. The officers of the association shall be a president, one or more vice presidents (the number thereof to be determined by the board of directors), a treasurer, and a secretary, and such assistant treasurers, assistant secretaries or other officers as may be elected by the board of directors. Officers whose authority and duties are not prescribed in these bylaws shall have the authority and perform the duties

prescribed, from time to time, by the board of directors. Any two or more officers may be held by the same person and ex officio by the board of directors.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the association shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. PRESIDENT. The president shall be the principle executive officer of the association. Subject to the direction and control of the board of directors, he shall be in charge of the business and affairs of the association; he shall see that the resolutions and directives of the board of directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the board of directors; and, in general, he shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors. He shall preside at all meetings of the members and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the association or a different mode of execution is expressly prescribed by the board of directors or these bylaws, he may execute for the association any contracts or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He may vote all securities which the association is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the association by the board of directors.

SECTION 5. VICE PRESIDENT. The vice president (or in the event there be more than one vice president, each of the vice presidents) shall assist the president in the discharge of his duties as the president may direct and shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors. In the absence of the president or in the event of his inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents, in the order designated by the board of directors, or by the president if the board of directors has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the president and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the association or a different mode of execution is expressly prescribed by the board of directors or these bylaws, the vice president (or any of them if there are more than one) may execute for the association any contracts or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

SECTION 6. TREASURER. The treasurer shall be the principle accounting and financial officer of the association. He shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the association; (b) have charge and custody of all funds and securities of the association, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine.

SECTION 7. SECRETARY. The secretary shall record the minutes of meetings of the members of the board of directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the association records and of the seal of the association; keep a register of the post office address of each member which shall be furnished to the secretary by such member; and perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the president or by the board of directors.

Section 8. Compensation. Officers shall serve without compensation, but by resolution of the board of directors, any expenses of the officers are reimbursable. Nothing therein contained shall be construed to preclude any officer from serving the corporation in any other capacity and receiving reasonable compensation therefor.

ARTICLE VII

COMMITTEES

SECTION 1. COMMITTEES OF DIRECTORS. The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the board of directors in the management of the association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed upon it or him by law.

SECTION 2. OTHER COMMITTEES. Other committees not having and exercising the authority of the board of directors in the association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the association, and the president of the association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the association shall be served by such removal.

SECTION 3. TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the members of the association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

SECTION 4. CHAIRMAN. One member of each committee shall be appointed chairman.

SECTION 5. VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6. QUORUM. Unless otherwise provided in the resolution of the board of directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 7. RULES. Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the board of directors.

ARTICLE VIII

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents of the association, in addition to the officers so authorized by these bylaws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the association and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the association, shall be signed by such officer or officers, agent or agents of the association and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer and countersigned by the president or a vice president of the association.

SECTION 3. DEPOSITS. All funds of the association shall be deposited from time to time to the credit of the association in such banks, trust companies, or other depositories as the board of directors may select.

SECTION 4. GIFTS. The board of directors may accept on behalf of the association any contribution, gift, bequest, or devise of realty or personalty. Before accepting title to realty, by whatever means, a preliminary report of title in ALTA form shall be obtained from a title insurer.

ARTICLE IX
BOOKS AND RECORDS

The association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors, and committees having any of the authority of the board of directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the association may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X
FISCAL YEAR

The fiscal year of the association shall be fixed by resolution of the board of directors.

ARTICLE XI
SEAL

The corporate seal shall have inscribed thereon the name of the association and the words "Corporate Seal, Illinois."

ARTICLE XII
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or the bylaws of the association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

XIII

AMENDMENTS

The power to alter, amend, or repeal the bylaws or adopt new bylaws shall be vested in the board of directors unless otherwise provided in the articles of incorporation or the bylaws. Such amendments shall require a two-thirds majority of the quorum being present. Such action may be taken at a regular or specific meeting for which written notice of the purpose shall be given. The bylaws may contain any provisions for the regulation and management of the affairs of the association not inconsistent with law or the articles of incorporation.

ARTICLE XIV

LIABILITY AND INDEMNITY

The members of the board of directors and officers thereof shall not be liable to the members as members or owners for any acts or omissions made in good faith as such members of the board of directors or officers. The members shall indemnify and hold harmless each of such directors or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the owners or the association, unless any such contract shall have been made in bad faith or contrary to the provisions of these bylaws or the Declaration of Homeowners Association.

Every director and every officer of the association shall be indemnified by the association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the association. The foregoing right of

indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XV
CONSTRUCTION

Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration of Homeowners Association. Said Declaration and these bylaws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the association. If there is any inconsistency or conflict between these bylaws and the aforesaid Declaration, the provisions of the Declaration shall control.

All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

The term "Declaration" wherever used herein means that certain Declaration of Easements, Covenants and Restrictions relating to Glenwood Park Homeowners' Association recorded as Document No. _____.

Prepared by:

Return

William P. Ryan
14 Candi Court
Chatham, Illinois 62629

DOC 889649
RECORDED
1985 JUN 17 AM 10 38

TRUSTEE'S DEED

Gregory C. ...
RECORDER, SANGAMON CO., IL.

The Grantor, THE MARINE BANK OF SPRINGFIELD, an Illinois banking corporation, having its banking house in the City of Springfield in Sangamon County, Illinois, not individually or personally, but only and solely in its capacity as Trustee under the provisions of a Trust Agreement dated July 30, 1975, and known as Trust No. 53-0714-0 for and in consideration of Ten and more Dollars in hand paid, hereby grants, sells and conveys to GLENWOOD PARK HOMEOWNERS' ASSOCIATION, an Illinois not-for-profit corporation, of the Village of Chatham, County of Sangamon and State of Illinois, to have and to hold, the following described real estate.

PARCEL I

P-1, P-2 and P-3 of Glenwood Park First Addition, an Addition to the Village of Chatham, Illinois; and

PARCEL II

P-1, P-2, P-4 and P-4 of Glenwood Park Second Addition, an Addition to the Village of Chatham, Illinois; and

PARCEL III

P-1, P-2, P-3 and P-4 of Glenwood Park Third Addition, an addition to the Village of Chatham, Illinois; and

Exempt under provisions of paragraph
Section 4 Real Estate Transfer
Act.
Date *W.P.P.*
Buyer, Seller, or Representative

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PARCEL IV

P-5 and P-6 of Glenwood Park Fourth Addition, an Addition to the Village of Chatham, Illinois.

Subject to easements, restrictions and reservations of record, if any.

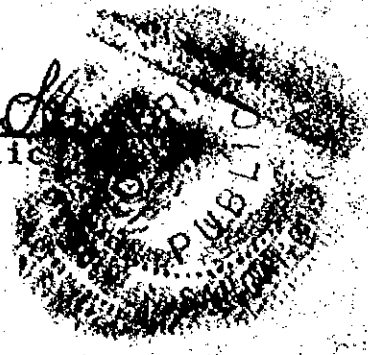
Grantor hereby releases and waives all right, if any, of homestead.

This instrument is executed and delivered by the Grantor, not in its own right, but solely and only in the exercise of the powers conferred upon it by the Trust Agreement dated July 30, 1975, and known as Trust No. 53-0714-0, and no personal liability or responsibility is assumed by or shall at any time be enforceable against said Grantor or against any of the beneficiaries under the aforesaid Trust Agreement on account of this instrument, or on account of any restriction, covenant, undertaking or agreement of said Grantor.

IN WITNESS WHEREOF, THE MARINE BANK OF SPRINGFIELD has caused this Trustee's Deed to be executed, attested, sealed with its corporate seal and delivered in its name and on its behalf, not individually or personally, but solely and only in its capacity as Trustee under Trust Agreement dated July 30, 1975, and known as Trust No. 53-0714-0 by its Ass't Vice-President & Trust Officer ~~and Assistant Trust Officer~~, they being thereunto duly authorized at Springfield, Illinois, this 14th day of June, 1985.

Given under my hand and official seal at Springfield, Illinois, this 14th day of June, 1985.

Deborah F. De...
Notary Public



Prepared by: William P. Ryan
Return: 14 Candi Court
Chatham, IL 62629
Telephone: (217) 483-3599

TAX bill to: Glenwood Park
Homeowners Assoc, Inc
Chatham, IL