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2018R12837

06/25/2018 01:03PM

REC FEE: 36.00

RHSP FEE: 9.00

TOTAL: \$45.00

PAGES: 10

CHRISTINE

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

COVENANTS AND RESTRICTIONS

FOR "FOXX CREEK ESTATES " PLAT 9, and when recorded, Plat 10

KNOW ALL MEN BY THESE PRESENTS,

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

(See attached Exhibit "A" for legal description)

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

1. APPLICABILITY, TIME PERIOD & ENFORCEMENT OF RESTRICTIONS. These covenants and restrictions shall apply to Foxx Creek Estates Plat 9 as recorded in the office of Recorder of Deeds, Sangamon County, Illinois on March 8, 2018. These covenant and restrictions shall also apply to the land that is planned to become Foxx Creek Estates Plat 10. Reference is also made to the fact that the property platted as Foxx Creek Estates Plat 9 and covered by these covenants and restrictions is subject to the terms of an Annexation Agreement between R. L. P. Development Company, Inc., et al., and the Village of Chatham dated July 20, 1994 and recorded August 4, 1994 in the office of Recorder of Deeds, Sangamon County, Illinois as Document No. 94-31683. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for ninety-nine (99) years from the date of these covenants, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of all of the owners of at least sixty-seven percent (67%) of the lots that are included in the land described in the Exhibit "A"(commonly referred to as Plat 9 and the planned future Plat 10). It is agreed to change said covenants and restrictions in whole or in part; these covenants may be amended or modified by the Developer until such time as all real estate described in Exhibit "A" has been conveyed by the Developer. These covenants and restrictions may also be rescinded or amended at any time by an approving vote of all of the owners of at least sixty-seven percent (67%) of the lots that are included in the land described in Exhibit "A", (commonly referred to as Plat 9 and the planned future Plat 10),

which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners Association, in the Recorder's Office of Sangamon County, Illinois. If the parties hereto, or any of them, or their heirs, successors, personal representatives or assigns shall violate or attempt to violate any of the covenants and restrictions herein, it shall then be lawful, and power and authority is hereby given to any other person or persons owning any of the above-described real property or for the Homeowners Association, Developer or any other named party possessing authority under these covenants and restrictions, to enforce or prosecute any proceeding at law or in equity to enforce these covenants and restrictions or to prevent any violation thereof or to recover damages resulting directly or consequently from such violation, together with expenses, courts costs and attorneys' fees incurred in such proceedings. Invalidation of any one of these covenants or restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. No amendment or rescission of these covenants shall relieve any individual lot owner from the duty to maintain any utility or drainage easement, drainage detention area, public way or public area as set forth in these restrictions.

2. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes. No building shall be erected, altered, or permitted to remain on any Lot other than on detached single family dwelling, not to exceed two stories in height, excluding the basement, plus an attached garage capable of housing a minimum of 2 vehicles.

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

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

4. BUILDING LOCATION. Each building shall be located in compliance with the then current Village of Chatham's ordinances. No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than eight (8) feet from any side lot line, or closer than thirty (30) feet from any rear lot line. However, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side line restrictions are hereby waived as to the lines between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of these Covenants and Restrictions. For purposes of the setback requirements herein, eaves, steps and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot.

5. PLANS AND SPECIFICATIONS. A Developer's Architectural Control Committee is hereby established, which shall be comprised of the officers of the undersigned R. L. P. Development Company, Inc. (and shall hereinafter be called the "Developer's Architectural Committee"). There is hereby further established a Homeowners Architectural Control Committee, (hereinafter referred to as the "Homeowners Architectural Committee"), which shall be made up of the members elected as provided for below in this Paragraph. When the term "Architectural Committee" is used in these Covenants and Restrictions without further distinction between the two Committees established and described in this Paragraph 5, it shall mean and be construed to refer to either Committee as the context may require, dependent upon whether a permit for occupancy of the Lot in question has been issued, as set forth hereinafter. The Developer's Architectural Committee shall have absolute discretion in the approval or

disapproval of any structure upon any Lot in the subdivision addition until such time as the Village of Chatham or other authorized governmental entity issues a permit for occupancy of such Lot. Thereafter, as to each such Lot, the Homeowners Architectural Committee shall have authority and absolute discretion in the approval or disapproval of any structure in the subdivision addition pursuant to these Covenants and Restrictions. The following documents shall be submitted to the Developer's Architectural Committee for approval prior to the commencement of any site preparation or construction on any Lot, to wit:

- A. Floor Plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Name of General Contractor or Construction Company;
- E. Plot plan showing front, side and rear setback lines, driveways, parking areas,
and location of all structures on the Lot;
- F. Landscaping plan;

The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during the construction of any structure, and in discharging their duties hereunder, to enter upon any lot in the subdivision and will not be deemed trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The Officers of the Developer or its appointees will serve as the Architectural Control Committee until the Developer specifies that the Homeowners Association herein below described shall elect three members of the Architectural Control Committee. This committee shall have discretion in the approval or disapproval of any lot that has had an occupancy permit issued on it. However, the Officers of the Developer shall have absolute discretion in the approval or disapproval of any structure in the subdivision pursuant to these Covenants and Restrictions on each lot until an occupancy permit has been issued for that lot. At the first such meeting, two members of the Architectural Control Committee shall be elected for one-year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two-year terms, to replace the member or members of the Architectural Control Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office, until a successor is elected.

6. DWELLING SIZE AND MISCELLANEOUS. No one-story dwelling shall be permitted on any lot which has less than 1,400 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one and one-half story, two story, or two and one-half story dwelling shall be permitted on any lot which has less than 1,700 square feet of such floor space, with at least 850 square feet of such space on the first floor (any clerestory square footage may be counted as both first-floor and second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

No recreational apparatus will be permitted in any front yard, or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices shall not be located any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. No above ground swimming pools will be permitted. Basketball goals will be allowed, provided they are freestanding of the residential structure. The type and style of basketball courts must be approved by the Architectural Control Committee/Homeowners Association prior to installation. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be

done thereon which may be or become an annoyance or nuisance to the neighborhood.

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

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

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

One(1) shed or lawn building shall be allowed to be constructed or erected per dwelling, providing the structure meets the following requirements:

1. **The structure must comply with all building code requirements determined by the Village of Chatham, IL.**
2. The structure must be located no closer than ten (10) horizontal feet from the back property line and no closer than ten (10) horizontal feet from the side property lines of the lot. The structure shall be, behind and no closer than, 5 feet from the rear wall of the house.
3. The structure shall be one story in height.
4. The exterior siding of the structure must match the siding of dwelling unit on the lot which it is to be located.
5. The shingles of the structure must match the shingles of the dwelling unit on the lot which it is to be located and the roof pitch must match the dwelling structure.
6. Shuttered windows must match the shutters of the dwelling unit on the lot which it is to be located.
7. Door(s) must be of the hinged type. No garage type doors shall be permitted. The door(s) must match the doors of the dwelling structure..
8. The structure will be used solely for storage purposes only. It shall not be used as a dwelling unit.
9. The structure must be level and true and stand on a grade that is consistent with the overall grade of the lot.
10. The structure must be fully completed within 45 days (weather permitting) from the beginning of construction of the structure.
11. The structure must be approved by the Homeowners Association of Foxx Creek, Inc.

Nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood, for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no garbage cans, or visible clotheslines shall be allowed.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot Owner, and shall be subject to approval of the Architectural Committee.

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

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

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

7. **ANTENNA AND SATELLITE DISH REQUIREMENTS.** No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any Lot, and all such antennae will be located inside the house. Satellite dishes shall be permitted but must be 24 inches in diameter or smaller. Satellite dishes must be fully concealed so that they are not visible from any street. Satellite dish types, styles and locations must be approved by the Architectural Control Committee/Homeowners Association prior to installation.

8. **GARAGE REQUIREMENTS.** Each Lot with a dwelling shall have a garage fully capable of housing a **minimum of two automobiles.** All buildings, including garages, shall be attached to the dwelling structure.

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

Any and all mechanical work, or vehicle maintenance, (except for washing or waxing) will be performed in the garage of each residence.

9. **BRICK REQUIREMENTS.** The home that may be erected on a Lot shall be constructed of good quality, new materials, suitable for use in the construction of residences and no old buildings shall be placed on or moved to the premises. No tin, tarpaper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split foyer" design which otherwise meet these restrictions. **The front exterior wall surface (or surfaces) of all homes erected in the subdivision addition shall be constructed of brick or brick veneer or stone over at least twenty-five percent (25%) of the area (excluding windows and doors).** The balance of the exterior walls may be natural wood siding, cement board siding, aluminum type siding, premium grade vinyl siding gauge 0.42 to 0.44 or better; or a combination thereof approved by the Architectural Control Committee, . All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, under-eave, overhang and porch areas

10. FENCE REQUIREMENTS.

A. All fences must be white, clay or professionally constructed metal imitation wrought iron.

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

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

be borne by the Lot Owner.

Other Fence Construction: No wall, fence, or fencing of any kind shall be allowed in the front yard of any Lot, nor on any side of a dwelling along a street between a line or lines intersecting that side of the house and parallel with that street. **No wall, fence, or fencing over 5 feet in height shall be allowed on any Lot** (without permission of the Architectural Control Committee), nor shall any wall, fence or fencing be located closer than one foot to any Lot line. All walls, fences and fencing shall be vinyl coated or professionally constructed metal imitation wrought iron construction and **must be white, clay, or professionally constructed metal imitation wrought iron**, subject to the conditions herein set out for materials. No chain link, wire, or other metal wall, fence, or fencing shall be permitted. All walls, fences, and fencing must be submitted to, and approved by the Architectural Control Committee prior to construction, and must be continually maintained to present an attractive appearance, or, after 60 day notice, such walls, fences and fencing may be removed by the Homeowners Association and the cost thereof billed to the Lot Owner. If such a bill remains unpaid over 30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 20 below.

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

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

12. MAILBOXES. Developer will be required to install a cluster style mailbox, as approved by the United States Postal Service. The HOA will be the owner of this cluster mailbox or mailboxes.

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

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

Each property Owner shall be responsible for mowing and landscape maintenance of such Owner's Lot up to the property line of such Lot, and up to the street curb or curbs, such that the Lot will always present a neat and attractive appearance. Landscaping shall be completed within 90 days (or as soon as weather permits) of substantial completion of the dwelling house.

15. CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY. During the construction, maintenance or refurbishment of any dwelling house or Lot, any littering or damage to the public and private roadways and easements in the subdivision addition, and any clean up of them, (including mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed. During construction, maintenance and refurbishment of any lot, the lot must be maintained in a neat and orderly condition. All trash, scraps and debris must be placed in a dumpster or suitable container.

The burning of any material outside of any dwelling house shall be prohibited, except the burning of leaves but only if allowed by Chatham ordinances at the time the burning is taking place and also in

conformity with the Statutes of the State of Illinois. Wood burning, charcoal, natural gas and propane grills are allowed for the purpose of grilling.

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

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

All dwelling units must be completed within twelve (12) months from the beginning of construction. The beginning of construction shall be considered when the foundation or footings are dug. Construction shall be considered completed when the Occupancy Permit from the Village of Chatham is issued. Failure to comply with this provision will result in a \$100.00 per week penalty, payable to the Homeowners Association. The Homeowners Association may file and maintain a claim for lien against the lot until said penalty is satisfied.

Lots 787,811,812, and 835 shall have no access to Ptarmigan Drive.

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

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

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

19. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the subdivision addition. No building or any other structure of any kind shall be place on, in or over any such easement; any such building or structure shall be removed at the expense of the lot owner. The contours of any drainage easement or detention area shall be maintained by the adjoining or underlying property owner; contours of said easements and detention areas shall not be altered by any owner but shall be maintained as shown on the construction plans on file with the Village of Chatham with respect to Foxx Creek Estates Plat 9 and the planned future Plat 10. Drainage easements and detention areas will be maintained by the Developer until formation of the Homeowners Association, at which time the Homeowners Association will maintain drainage easements and detention areas and enforce the drainage, covenants and restrictions contained in this document. In the event that the Homeowners Association fails to enforce the covenants and restrictions contained in this document as they pertain to

drainage easements and detention areas, the Village of Chatham may, at its sole option, have standing in a court of competent jurisdiction to compel the Homeowners Association to enforce said covenants and restrictions against any lot owner violating same.

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

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

21. HOMEOWNERS ASSOCIATION. The Homeowners Association has been formed, the name of the Homeowners Association of Foxx Creek, Inc. The initial directors and officers of the Homeowners Association will be the officers of R. L. P. Development Company, Inc. . The Homeowners Association is a not-for-profit corporation. The Homeowners Association shall be vested with all the powers, duties and responsibilities of the Homeowners Association set out in these Covenants and Restrictions and as provided by law: the title to all amenities, landscaping, fences on Homeowner Association owned property, easements, common areas, detention basin, and cluster mailboxes. The owners of each Lot shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the subdivision addition. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions. Majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the bylaws adopted by the Homeowners Association.


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

The initial Homeowners Association dues will be \$150.00 annually and will be collected as per the direction of the Homeowners Association. R.L.P. Development Company, Inc., may be assessed annually no more than \$100.00 per finished unsold lot it owns.

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

IN WITNESS WHEREOF the undersigned have set their hands this 20th day of June 2018.

R.L.P. DEVELOPMENT COMPANY, INC.


By 
Robert L. Plummer
President and Secretary

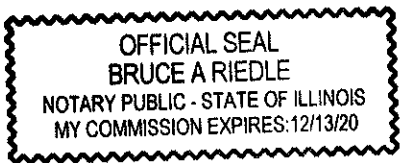
(Corporate Seal)

STATE OF ILLINOIS)
COUNTY OF MADISON) ss.

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

Given under my hand and Notarial Seal this 20th day of June, 2018.


Notary Public



Prepared by and return to:
R.L.P. Development Company, Inc.
514 E. Vandalia St.
Edwardsville, IL 62025
618-655-7977

EXHIBIT A

Plat 9 of Foxx Creek

Part of the South Half of Section 1, Township 14 North, Range 6 West of the Third Principal Meridian, Village of Chatham, County of Sangamon, State of Illinois and being more particularly described as follows:

Beginning at the northeasterly corner of Lot 58 of Foxx Creek Estates Subdivision Plat No. 1, reference being had to the plat thereof in the Sangamon County Recorder's Office in Plat Cabinet 194A; thence South 89 degrees 21 minutes 48 seconds West, on the northerly line of said Foxx Creek Estates Subdivision Plat No. 1 and a northerly line of Document Number 2012R03846, a distance of 996.11 feet to an iron pipe found on a corner of said Document Number 2012R03846; thence on the easterly and southerly lines of said Document Number 2012R03846 the following five (5) courses and distances 1.) North 00 degrees 38 minutes 12 seconds West, 660.74 feet to an iron pipe found; 2.) North 89 degrees 21 minutes 48 seconds East, 395.00 feet to an iron pipe found; 3.) North 00 degrees 38 minutes 12 seconds West, 210.00 feet to an iron pipe found; 4.) North 89 degrees 21 minutes 48 seconds East, 86.60 feet to an iron pipe found; 5.) North 00 degrees 38 minutes 12 seconds West, 373.63 feet; thence South 57 degrees 12 minutes 23 seconds East, 119.25 feet; thence North 89 degrees 21 minutes 48 seconds East, 136.55 feet; thence; thence North 62 degrees 47 minutes 53 seconds East, 166.63 feet; thence North 01 degrees 18 minutes 05 seconds West, 80.75 feet; thence North 88 degrees 41 minutes 55 seconds East, 175.56 feet; thence North 45 degrees 21 minutes 13 seconds East, 150.47 feet; thence North 13 degrees 46 minutes 54 seconds East, 213.73 feet; thence North 40 degrees 47 minutes 19 seconds East, 34.48 feet; thence South 62 degrees 47 minutes 32 seconds East, 152.36 feet to the westerly right of way line of Ptarmigan Drive; thence southerly on said westerly right of way line, the following six (6) courses and distances; 1.) southwesterly 138.94 feet on a non-tangential curve to the right, having a radius of 959.97 feet, the chord of said curve bears South 34 degrees 59 minutes 25 seconds West, 138.82 feet, 2.) South 39 degrees 08 minutes 11 seconds West, 82.30 feet, 3.) southwesterly 721.94 feet on a curve to the left, having a radius of 1040.00 feet, the chord of said curve bears South 19 degrees 14 minutes 59 seconds West, 707.53 feet, 4.) South 00 degrees 38 minutes 12 seconds East, 20.04 feet, 5.) North 89 degrees 21 minutes 48 seconds East, 10.00 feet, 6.) South 00 degrees 38 minutes 12 seconds East 740.74 feet to the Point of Beginning.

Said parcel contains 23.79 acres, more or less.

Subject to easements, conditions and restrictions of record

28-01-300-012

Foxx Creek Estates Plat 10

Legal Description of 14.56 Acre Tract

Part of Section 1, Township, 14 North, Range 8 West, of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows.

Beginning at the southwest corner of Foxx Creek Estates Subdivision, Plat No. 4, being part of the North Half of said Section 1, reference being had to the plat thereof in the Sangamon County Recorder's Office in Cabinet G194A, Document Number 2002R56753; thence on an assumed bearing of North 88 degrees 41 minutes 55 seconds East, on a southerly line of said Foxx Creek Estates Subdivision, Plat No. 4, a distance of 1,017.74 feet to the westerly right of way line of Ptarmigan Drive (80' Wide), thence southwesterly 459.60 feet on said right of way line being a curve to the right having a radius of 959.97 feet, the chord of said curve bears South 17 degrees 07 minutes 43 seconds West, 455.22 feet; thence North 62 degrees 47 minutes 32 seconds West, 152.36 feet; thence South 40 degrees 47 minutes 19 seconds West, 34.48 feet; thence South 13 degrees 46 minutes 54 seconds West, 213.73 feet; thence South 45 degrees 21 minutes 13 seconds West, 150.47 feet; thence South 88 degrees 41 minutes 55 seconds West, 175.56 feet; thence South 01 degrees 18 minutes 05 seconds East, 80.75 feet; thence South 62 degrees 47 minutes 53 seconds West, 166.63 feet; thence South 89 degrees 21 minutes 48 seconds West, 136.55 feet; thence North 57 degrees 12 minutes 23 seconds West, 119.25 feet; thence North 00 degrees 38 minutes 12 seconds West, 772.76 feet; thence North 01 degrees 19 minutes 00 seconds West, 6.78 feet to the Point of Beginning. The above described tract contains 14.56 acres more or less. Subject to easements, conditions and restrictions of record