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GIS FEE 18.00

RHSP FEE 18.00

TOTAL: 64.00

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JOSHUA A LANGFELDER
SANGAMON COUNTY RECORDER

ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO THE
COVENANTS AND RESTRICTIONS OF
FOXX CREEK ESTATES PLAT 9 & 10**

Chatham, Illinois

Originally Recorded on June 25, 2018

As Document No. 2018R12837

Prepared By and return to:
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FIRST AMENDMENT TO COVENANTS AND RESTRICTIONS
For Foxx Creek Estates Plat 9 & 10, Chatham, Illinois

WHEREAS, the *Homeowners Association of Foxx Creek, Inc.* (the "HOA") is an Illinois not for profit corporation in good standing with the State of Illinois.

WHEREAS, *Homeowners Association of Foxx Creek, Inc.* is the homeowner's association for property located in Chatham, Illinois which is legally described on Exhibit A (the "Subdivision").

WHEREAS, it is the purpose of the HOA to preserve, protect, maintain, improve and promote the use and enjoyment of the Subdivision.

WHEREAS, the HOA is comprised of members which are the owners of lots within Foxx Creek Estates Plat 9 & 10.

WHEREAS, the HOA desires to amend the Covenants and Restrictions of the Subdivision.

WHEREAS, R.L.P. Development Company, Inc. ("Developer") is the developer of Foxx Creek Estates Plat 9 & 10 subdivision.

BE IT RESOLVED, the Covenants and Restrictions of the Subdivision shall be amended and clarified as follows:

1. Section 10 of the Covenants and Restrictions shall be stricken in its entirety and replaced with the following which shall allow certain fences up to 6 feet in height:

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 6 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.

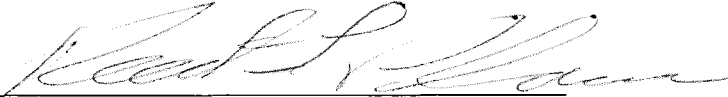
C. Any failure by the Homeowners Association or the Architectural Control Committee thereof to enforce the provisions of this paragraph 10, shall not constitute or be construed as a waiver thereof nor the acceptance of any violation. Neither shall such failure to enforce constitute or be construed as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

RESOLVED, the remainder of the Covenants and Restrictions not amended herein shall remain in full force and affect.

RESOLVED, this amendment shall be effective upon recording of said amendment.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this November 8, 2024.

R.L.P. DEVELOPMENT COMPANY, INC.

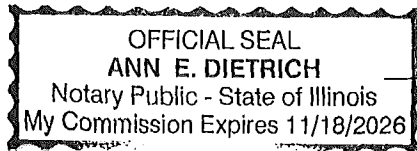
By: 
Robert L. Plummer, President

State of Illinois)
)
) ss
County of Madison)

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **ROBERT L. PLUMMER**, personally known to me to be the President/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 severally acknowledged that as such President/Secretary he signed and delivered the said instrument as President/Secretary

of said Corporation, and cause 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 herein set forth.

Subscribed and sworn to before me on November 8, 2024.



AC Dietrich

Notary

Exhibit A
Legal Description of Foxx Creek Estates Plat 9 & 10

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