

SANGAMON COUNTY  
ILLINOIS

96-15065

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*Mary Ann Lamm*  
RECORDER

COVENANTS AND RESTRICTIONS  
FOR FOXX CREEK ESTATES SUBDIVISION  
THIRD ADDITION

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

(See attached Exhibit "A" for legal description)

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

1. APPLICABILITY, TIME PERIOD & ENFORCEMENT OF RESTRICTIONS. These covenants and restrictions shall apply to Foxx Creek Estates Subdivision Third Addition as recorded in the office of Recorder of Deeds, Sangamon County, Illinois on the 8<sup>th</sup> day of APRIL, 1996 as Document No. 96-15065. Reference is also made to

the fact that the property platted as Foxx Creek Estates Subdivision Third Addition and covered by these covenants and restrictions is subject to the terms of an Annexation Agreement between R.L.P. Development Company, Inc., et al., and the Village of Chatham dated July 20, 1994 and recorded August 4, 1994 in the office of Recorder of Deeds, Sangamon County, Illinois as Document No. 94-31683. 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 in all platted additions of Foxx Creek Estates Subdivision it is agreed to change said covenants and restrictions in whole or in part; these covenants may be amended or modified by the Developer until such time as all real estate described in Exhibit "A" has been conveyed by the Developer. These covenants and restrictions may also be rescinded or amended at any time by an approving vote of all of the owners of at least sixty-seven percent (67%) of the lots in all platted additions of Foxx Creek Estates Subdivision, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners Association, in the Recorder's Office of Sangamon County, Illinois. If the parties hereto, or any of them, or their heirs, successors, personal representatives or assigns shall violate or attempt to violate any of the covenants and restrictions herein, it shall then be lawful, and power and authority is hereby given to any other person or persons owning any of the above-described real property or for the Homeowners Association, Developer or any other named party possessing authority under these covenants and restrictions, to enforce or prosecute any proceeding at law or in equity to enforce these covenants and restrictions or to prevent any violation thereof or to recover damages resulting directly or consequently from such violation, together with expenses, courts costs and attorneys' fees incurred in such proceedings. Invalidation of any one of these covenants or restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. No amendment or rescission of these covenants shall relieve any individual lot owner from the duty to maintain any utility or drainage easement, drainage detention area, public way or public area as set forth in these restrictions.

2. APPLICABILITY OF PRIOR COVENANTS. The property described in Exhibit "A" constituting Foxx Creek Estates Subdivision Third Addition is of mixed use, to-wit: Commercial, single-family residential, two-family residential, multi-family residential and public areas.

3. COMMERCIAL PROPERTY. Lots 114B, 115A, 115B, 115C, 150, 151, 152A, 152B, 163, 167, 168 and 169 are presently intended for

commercial development and the Developer does hereby adopt, confirm and ratify covenants and restrictions for Foxx Creek Estates Subdivision Second Addition as contained in a document recorded September 5, 1995 as Document No. 95-29727 in the office of Recorder of Deeds, Sangamon County, Illinois, as the covenants and restrictions apply to Lots 114B, 115A, 115B, 115C, 150, 151, 152A, 152B, 163, 167, 168 and 169. This ratification, confirmation and adoption shall extend to paragraphs 2 through 15 inclusive of said covenants for Foxx Creek Estates Subdivision Second Addition, provided, however, that the Developer retains the right to re-zone any of the property mentioned in this paragraph to a residential classification and to then revise the covenants applying to said property to fit its intended residential use.

4. RESIDENTIAL PROPERTY. Lots 116 through 121 inclusive, and Lots 124 through 149 inclusive, are intended for single family residential development. Lots 160 through 162 inclusive, Lots 164 through 166A and 166B inclusive, and Lots 175 through 182 inclusive, are intended for duplex or two family development. Lots 153 through 159 inclusive, and Lots 170 through 174 inclusive, are intended for multi family development. The lots and parcels enumerated in this paragraph shall be subject to the covenants and restrictions for Foxx Creek Estates Subdivision First Addition, paragraphs 2 through 16, as contained in a document recorded October 26, 1994 as Document No. 94-42426 in the office of Recorder of Deeds, Sangamon County, Illinois, except as specifically altered by these covenants. The following covenants shall specifically apply as set forth below.

A. Single Family Dwelling Requirements:

Each single family dwelling shall contain no less than 1,700 square feet of livable floor space excluding garages, open porches, balconies and any basement or similar space below ground level. Any 1½ story, 2 story or 2½ story single family dwelling shall have no less than 2,000 square feet of livable floor space, excluding the same exclusions, and shall have at least 1,000 square feet of such livable floor 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 and be approved by the Architectural Control Committee.

B. Multi Family Dwelling Requirements:

Multi family dwellings shall not exceed 2 stories in height unless plans are approved by the Architectural Control Committee. Each individual dwelling in a multi family unit shall not contain less than the following livable floor space, exclusive of any garage, storage space, porch or balcony:

<u>Dwelling Type</u>	<u>Minimum Livable Floor Space</u>
One bedroom	650 square feet
Two bedroom (garden)	900 square feet
Two bedroom (townhome)	1,000 square feet
Three bedroom	1,150 square feet

No garage is required for multi family dwellings. Lot size and setbacks required for construction thereof shall be in accord with the zoning ordinance of the Village of Chatham pertaining to multi family dwellings.

5. SIDEWALKS. The owner of each lot or parcel shall construct a sidewalk or sidewalks on its lot when and as required by the ordinance of the Village of Chatham at such lot owner's expense and shall comply with the remainder of the restrictions pertaining to sidewalks set forth in the covenants and restriction for Foxx Creek Estates Subdivision First Addition. All sidewalks located upon any lot or parcel covered by these covenants and restrictions shall be a minimum of four feet wide (five feet wide along Plummer Blvd.), and all sidewalks on corner lots shall be extended to the street curb.

6. DESIGN & CONSTRUCTION REQUIREMENTS. No A-frame design, modular, mobile home or underground home shall be allowed on any lot or parcel. The Architectural Control Committee may approve front split-foyer designs which otherwise meet these restrictions.

The front exterior wall surface or surfaces of all single family, two family or multi family dwelling structures shall be constructed of brick, brick veneer or stone over at least 25% of the front area, excluding window and door areas.

All roofs of any single family, two family or multi family dwelling structures shall be covered with heavyweight architectural grade shingles or better. Shingles must have a textured design and appearance and be constructed of fiberglass, asphalt or wood materials approved by the Architectural Control Committee.

All lot or parcel owners of single family, two family or multi family dwelling structures will be required to install matching mailboxes and front yard lights which will be furnished by the Developer for initial installation. Any additional mailboxes and lights installed must match the original installation and must be purchased and paid for by the lot or parcel owner.

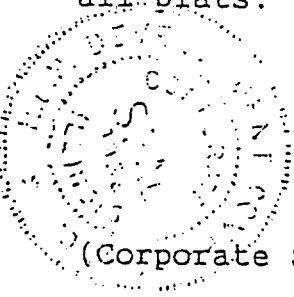
Each lot or parcel owner shall submit to the Architectural Control Committee for approval a landscape package of at least \$1,000.00 in value which shall be placed upon the property. Landscaping shall be completed within ninety (90) days (or as soon thereafter as weather permits the substantial completion of the dwelling unit). In valuing the landscape package, no credit shall

be allowed for the cost of sod or work in connection with the installation of sod. The front yard area, the boulevard and side yard area to the back of the building line of the dwelling structure or unit shall be landscaped with grass sod within ninety (90) days (or as soon thereafter as weather permits the substantial completion of the dwelling unit).

7. PUBLIC & DEDICATED AREAS. Lot 123 is intended to be dedicated to the Village of Chatham for an electrical substation and, as such, is not intended to be subject to these covenants and restrictions, and its ownership shall pass to the Village of Chatham free and clear of the covenants and restrictions upon acceptance of the dedication of said lot by the Village of Chatham.

Lot 122 is a detention area and shall be a common area of Foxx Creek Estates Subdivision which shall be owned and maintained by the Foxx Creek Estates Homeowners Association subject to and in accord with the covenants and restrictions outlined herein and in Foxx Creek Estates Subdivision First and Second Additions.

8. AMENDMENT. The Developer, at any time, retains the right to amend these covenants and restrictions to resolve ambiguity conflicts, scrivener's error or to effect any similar reformation of this instrument without the consent of any owner of property within Foxx Creek Estates Subdivision, all plats. Such amendment shall be effective upon recording said corrective document with the office of Recorder of Deeds, Sangamon County, Illinois, and shall be binding on the owners of lots and parcels in Foxx Creek Estates Subdivision, all plats. This language shall apply to all owners and all properties located within Foxx Creek Estates Subdivision, all plats.



(Corporate Seal)

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

By:   
Robert L. Plummer, its president

ATTEST:

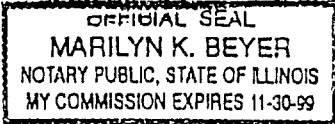
By:   
Secretary

STATE OF ILLINOIS )  
                          ) ) SS.  
COUNTY OF <sup>MADISON</sup> ~~SANGAMON~~ )

I, MARILYN K BEYER, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ROBERT L. PLUMMER and \_\_\_\_\_, the President and Secretary of R.L.P. DEVELOPMENT COMPANY, INC., personally known to me to be said officers, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, pursuant to the authority of its board of directors.

Given under my hand and notarial seal this 15TH day of APRIL, 1996.

Marilyn K. Beyer  
Notary Public



Prepared by and Return to:  
  
James D. Kelly  
Presney, Kelly & Presney  
726 South Second Street  
Springfield, Illinois 62704  
(217) 525-0016

EXHIBIT A

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

Commencing at an iron pin marking the Southwest Corner of the Southeast Quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 1732.50 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 117.90 feet to an iron pipe marking the beginning of a 45.00 foot radius curve to the left, thence Northeasterly 81.79 feet along said curve having a long chord with a course of North 11 degrees 56 minutes 01 seconds East and a distance of 70.99 feet to an iron pipe marking the beginning of a 20.00 foot radius curve to the right, thence Northwesterly 13.86 feet along said curve having a long chord with a course of North 20 degrees 16 minutes 42 seconds West and a distance of 13.59 feet to an iron pipe, thence North 00 degrees 25 minutes 15 seconds West a distance of 85.59 feet to an iron pipe marking the beginning of a 360.00 foot radius curve to the left, thence Northwesterly 156.51 feet along said curve having a long chord with a course of North 12 degrees 52 minutes 28 seconds West and a distance of 155.28 feet to an iron pipe, thence North 25 degrees 19 minutes 48 seconds West a distance of 73.72 feet to an iron pipe, thence North 89 degrees 57 minutes 50 seconds West a distance of 66.40 feet to an iron pipe, thence North 25 degrees 19 minutes 48 seconds West a distance of 143.87 feet to an iron pipe marking the true point of beginning, thence North 89 degrees 57 minutes 50 seconds West a distance of 1295.92 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 740.74 feet to an iron pipe, thence North 89 degrees 57 minutes 50 seconds West a distance of 10.00 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 20.00 feet to an iron pipe marking the beginning of a 1040.00 foot radius curve to the right, thence Northeasterly 721.94 feet along said curve whose long chord bears North 19 degrees 55 minutes 22 seconds East for a distance of 707.53 feet to an iron pipe, thence North 39 degrees 48 minutes 33 seconds East a distance of 82.30 feet to an iron pipe marking the beginning of a 960.00 foot radius curve to the left, thence Northeasterly 579.66 feet along said curve whose long chord bears North 22 degrees 30 minutes 40 seconds East for a distance of 570.89 feet to an iron pipe on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1637.44 feet to an iron pipe, thence South 00 degrees 27 minutes 37 seconds East a distance of 112.56 feet to an iron pin, thence South 89 degrees 52 minutes 49 seconds East a distance of 56.88 feet to an iron pin on the West Right-of-Way Line of Illinois Route 4, thence South 00 degrees 11 minutes 47 seconds East along said right-of-way line a distance of 43.89 feet to a right-of-way marker, thence South 13 degrees 55 minutes 30 seconds East along said right-of-way line a distance of 410.80 feet to a Right-of-Way Marker, thence South 00 degrees 55 minutes 56 seconds East along said right-of-way line a distance of 99.29 feet to an iron pin, thence South 11 degrees 23 minutes 03 seconds East along said right-of-way line a distance of 102.06 feet to an iron pin, thence South 00 degrees 46 minutes 40 seconds East along said right-of-way line a distance of 104.68 feet to an iron pin, thence North 89 degrees 39 minutes 18 seconds West a distance of 834.80 feet to an pin, thence South 00 degrees 25 minutes 28 seconds East a distance of 418.42 feet to an iron pin, thence North 89 degrees 42 minutes 08 seconds West a distance of 285.63 feet to an iron pipe, thence South 00 degrees 20 minutes 42 seconds West a distance of 459.49 feet to an iron pipe marking the beginning of a 360.00 foot radius curve to the left, thence Southeasterly 161.32 feet along said curve whose long chord bears South 12 degrees 29 minutes 33 seconds East for a distance of 159.97 feet to an iron pipe, thence South 25 degrees 19 minutes 48 seconds East a distance of 142.90 feet to the true point of beginning. Said tract contains 72.716 acres, more or less, all in the County of Sangamon, State of Illinois.

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WH

SANGAMON COUNTY  
ILLINOIS

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*Mary Ann Samuel*  
RECORDER

RATIFICATION OF COVENANTS AND RESTRICTIONS  
FOR FOXX CREEK ESTATES SUBDIVISION  
SECOND ADDITION, AS AMENDED

The undersigned Bank & Trust Company, an Illinois banking corporation, owner of the following described real estate:

Lot One Hundred Eleven B (111B) of Foxx Creek Estates Second Addition.

Situated in Sangamon County, Illinois.

does hereby ratify, confirm and adopt the Covenants and Restrictions for Foxx Creek Estates Subdivision Second Addition, As Amended, by document recorded September 5, 1995, in the office of the Recorder of Deeds of Sangamon County, Illinois, at Page 000401, as Document No. 95-29727. The covenants and restrictions contained in said document shall apply to the above-described property in all respects, and the provisions of this document and said covenants and restrictions shall be binding upon all successors, heirs, assigns or devisees of the Bank & Trust Company, an Illinois banking corporation.

BANK & TRUST COMPANY, an Illinois banking corporation, has caused this instrument to be executed on this 14th day of November, 1995.

BANK & TRUST COMPANY, an Illinois banking corporation,

By: *R. Kent Leffew*  
Its President

ATTEST:

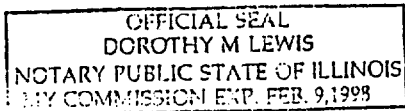
By: *Amanda F. McNeal*  
Its Secretary



STATE OF ILLINOIS )  
 )  
COUNTY OF Montgomery ) ss.

I, Dorothy M. Lewis, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT R. Kent Redfern and Sandra F. McNeal, the President and Secretary of BANK & TRUST COMPANY, an Illinois banking corporation, personally known to me to be the said officers, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, pursuant to the authority of its board of directors.

Given under my hand and official seal this 14th day of November, 1995.



Dorothy M. Lewis  
Notary Public

Prepared by and Return to:

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