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MARY ANN LAMM
SANGAMON COUNTY RECORDER

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
GLENWOOD LAKE ESTATES - CAROL E. SGRO ADDITION



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AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS GLENWOOD LAKE ESTATES -- CAROL E. SGRO ADDITION

KNOW ALL MEN BY THESE PRESENTS that Blue Bird Development, L.L.C., Limited Liability Co., Owner/Developer of Glenwood Lake Estates -- Carol E. Sgro Addition (hereinafter "Glenwood Lake Estates") recorded as Document No. 96-41297 on October 10, 1996, does hereby certify and declare the said Plat to be a true and correct Plat of said development, located in Sangamon County, Illinois and that said Plat was surveyed and platted under its directions, and that it does forever dedicate to the public the streets therein laid out over its property, and certify that said Plat is made to be recorded pursuant to the Statutes of the State of Illinois, relating to Plats.

Said Owner/Developer further declares all property in said subdivision, is now and shall hereafter be subject to the following restrictions and covenants running with the land and which are and shall be binding on said Owner/Developer and all persons, including corporations and partnerships claiming by or through them, and on any and all persons, firms or corporations hereafter acquiring any of the said property.

WHEREAS, it is in the best interest of the Developer, as well as the benefit, interest and advantage of each and every person or other entity hereinafter acquiring any of the heretofore described property that certain covenants and restrictions governing the regulation, the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land, and

WHEREAS, the Developer desires to provide the preservation of the values and amenities and the desirability and attractiveness of said real property and for the continued maintenance and operation of such recreational, drainage, retention and common areas as may be provided, and to facilitate such goals the Developer has, or may within two years after the recording hereof, establish a Homeowners' Association called Glenwood Lake Estates Homeowners' Association (hereinafter referred to as "Association") for the purpose of enforcing the regulations and covenants stated in this Declaration.

NOW, THEREFORE, in consideration of the premises, the Owner/Developer agrees with any and all persons, firms, corporations or any other entities hereafter acquiring any of the said property that the same shall be and is hereby subject to the following restrictions and covenants (all hereinafter collectively referred to as "restrictions") relating to the use and occupancy thereof, said restrictions to be construed to be covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the property by acceptance of a deed, contract for deed or other conveyance of any interest in or to said properties, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to the same.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Developer" shall mean and refer to Blue Bird Development L.L.C., an Illinois Limited Liability Co., having its principal place of business in Springfield, Illinois, its successors and assigns.

2. "Owner" shall mean and refer to the record owner (whether one or more persons or entitles) in fee simple in any lot which is part of the Glenwood Lake Estates Subdivision, excluding, however, those parties having such interests merely as a security interest for the performance of an obligation.

3. "Association" shall mean and refer to Glenwood Lake Estates Homeowners' Association, a non-profit corporation which has been, or may be organized under the laws of the State of Illinois, its successors and assigns.

4. "Members" shall mean and refer to any person who is a member of the Association.

5. "Single-family Lot" shall mean and refer to any part of land to be used for single-family residential purposes and so designated on the subdivision plat.

6. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the properties and which is recorded in the Office of the Recorder of Deeds for Sangamon County, Illinois.

7. "Common Areas" shall mean and refer to any and all real property owned by Developer and transferred to Association for the use, benefit and enjoyment of the members of the Association, and designated on any plat as "Common Area". The common areas may include any recreation areas, lakes, ponds, drainage areas, drainage swales, retention areas, green areas or utility areas.

8. Chatham Zoning Ordinance shall mean Ordinance No. 82-2, as heretofore or hereafter amended.

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1 - Membership:

1. Every person or entity who is the owner of record of, or a contract purchaser of, a fee interest in any lot **SHALL BE** a member of the Association, subject to and bound by the Association's Articles of Incorporation, bylaws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Ownership of such lots shall be the sole qualification for membership.

2. No membership or initiation fee shall be charged nor shall members be required to pay at any time any amount to carry on business of the Association except to pay, when due, the charges, assessments and special assessments levied upon a member's lot as specified in the Declaration, the bylaws or as members of the Association may from time to time hereafter adopt.

Section 2. Voting and Voting Rights:

The owner or owners of each lot as designated on the survey plat, encompassing the Association shall be entitled to vote. Those lot owners who adjoin the lake shall be entitled to two (2) votes while all other lot owners shall be entitled to one (1) vote. The Developer will initially be entitled to three (3) votes for each lot, but as each lot is sold and conveyed, the purchaser thereof will be entitled to the vote assigned to the lot and the Developer will thereupon lose the vote associated with the lot as each lot is sold and conveyed.

Section 3. Bylaws:

The Association shall adopt such Bylaws as it may from time to time deem advisable in carrying out its duties and responsibilities hereunder.

ARTICLE III

COMMON AREA PROPERTY RIGHTS

Section 1. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, subject to:

1. The exercise of the Village of Chatham's option to purchase certain common areas, at which time all rights of any owners therein shall cease.
2. The right of the Association to limit the use of the common areas to owners, tenants, contract purchasers, their families and guests.
3. The right of the Association to suspend the voting and enjoyment rights of an owner for any period during which any assessment against his lot remains unpaid or for any infraction of the Association's rules and regulations.

4. The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes subject to the approval of the Village of Chatham and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless two-thirds of the members entitled to vote agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, television, water, sewage, utilities and drainage facilities upon, over, under and across the Common Areas without the consent of the membership when such easements are requisite for the convenient use and enjoyment of the properties. Before any easements may be granted, the Association must receive permission from the Village of Chatham.

Section 2: The Association must accept Common Area land when it is deeded from the Developer, and must maintain the land and lake from that date forward. The Developer must deed the Common Area lots within a given plat to the Association no later than five years after the land has been platted. Once a Common Area lot is deeded to the Association, the Association must purchase the lot for \$10.00 and maintain it.

Section 3: The Developer retains the right to purchase up to 10% of a Common Area lot at a price of \$.25 per square foot at any time as necessary to supplement the size of an adjoining lot. If part of all of the portion of the Common Area lot is designated for retention/detention area the owner of the lot which it is supplementing, will be responsible for the maintenance of it. In addition to being responsible for the maintenance the owner will also be prohibited from altering the lot in such a way to effect retention or drainage.

In addition to the foregoing General Restrictions, all uses of the Common Area shall be bound by the following restrictions:

- (a) There shall be no obstruction of the Common Area nor shall anything be stored in the Common Area without the prior consent of the Association.**
- (b) No boat with an internal combustion engine of any type shall be permitted upon any part of the Common Area.**
- (c) No Owner shall permit anything to be done or kept in the Common Area which would be a violation of any law. No waste shall be committed in the Common Area.**
- (d) No animals or poultry of any kind shall be raised, bred or kept in the Common Area.**
- (e) No noxious or offensive activity shall be carried on in the Common Area nor shall anything be done therein either wilfully or negligently, which may be or become an annoyance or nuisance to the other Owners or their tenants.**
- (f) No clothes, sheets, blankets or laundry of any kind or other articles shall be hung out or exposed on any part of the Common Area. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials.**
- (g) Nothing shall be altered or constructed in or removed from the Common Area except upon written consent of the Association.**

Section 4 - Lake: a: Developer may deed all or part of the adjoining lake to the Homeowners' Association as a common area. In addition an area 10 feet from the waters edge shall also be retained as a common area however each owner shall have an exclusive easement over that portion of the retained 10 feet between the lot and the lake. Each owner shall be responsible for the care of the area they are given an easement over. The purpose of the retained 10 feet around the lake is for maintenance purposes.

b: No gas powered engines of any kind shall be allowed on the lake.

ARTICLE IV

COVENANTS FOR MAINTENANCE

AND ASSESSMENTS

Section 1: Every owner of a lot covenants, and each subsequent owner of any such lot by acceptance of deed or other transfer of title therefore, whether or not it is so expressed in such deed or transfer is deemed to covenant and agree to pay to the Association an annual assessment or charge for the creation and continuation of a maintenance fund, and such special assessments as may be levied as hereafter provided. The developer shall be excepted from said payments, assessments on lots not sold or built on by the developer.

Section 2 - Purpose of Assessments: The assessments levied by the Association shall be used to provide funds for the maintenance of the detention area, taxes and other associated purposes and for such purposes as the Association may determine are for the benefit of its members, which purposes may include maintenance, improvement, landscaping and beautification of the Common Areas. Funds may also be used to provide other services for the Association members to promote the health, safety and welfare of the resident of the community and in particular for the acquisition, improvement, maintenance of, services and facilities related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance; the employment of attorneys and accountants; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs that arise. The Developer

of Glenwood Lake Estates Subdivision envisions a total of 58 single-family lots; in the development. All such cost for maintenance, management, taxes, improvements and all other expenses for the Common Area will be borne by the lot owners and will be assessed based on their voting shares as a percentage of total shares. Lots owned by the Developer will not be assessed for those costs. Should the Developer not sell all of the lots within the Glenwood Lake Estates Subdivision, each lot owner will still only be assessed their voting share as a percentage of all lots planned for the subdivision.

Section 3: Lot Owners may make special improvement to the Common area close to their Lots and pay for the improvement. This may only be done with the agreement of the Association. Every owner shall have a non-exclusive right and easement of enjoyment to use any special improvements subject to the provisions of Article III; Section I.

Section 4 - Creation of the Lien and Personal Obligation of the Assessment: In order to secure the payment at and after the due date as each assessment becomes due, there shall arise a continuing lien and charge against each lot, the amount of which shall include costs and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be a personal obligation of the person who was the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such owner of such obligation, if the same is not paid when due by the successor assuming it.

Section 5 - Exempt Property: The assessments, charges and liens created under Article IV shall not apply to the Common Areas. Any lot which Developer may hereafter designate for common use as part of the Common Areas or otherwise shall be exempt from the assessments and charges created therein. Any lot owned by the developer shall be exempt from the assessments, charges and liens created under Article IV.

Section 6 - Annual Maintenance Assessment: The annual assessment shall be fixed by the Association's Board of Directors, and shall be in an amount which will be sufficient in the judgment of the Board to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year. Assessments will begin the day the owner purchases the lot. The initial assessment will equal a pro-rata portion of the annual assessment. ✓ All lot owners who do not adjoin the lake shall pay 1/2 of the assessments lake lot owner's shall pay.

Section 7 - Special Assessments: In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the approval of two-thirds of the members. If ✓ special assessments are needed for detention retention area improvements, a simple majority shall suffice. All special assessments shall be divided equally among the 58 lots.

Section 8 -- Effect of Non-Payment of Assessment; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate and to the extent allowed by law. The Association, its agents or representatives, may bring action at law against the owner personally obligated to pay the

same or foreclose the lien against the lot to which the assessment related, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of the assessment to the extent allowed by law. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9 - Subordination of the Lien to the Mortgages: The liens provided for herein shall be subordinate to the lien of any mortgage of any lot if, but only if, all assessments with respect to such lot having a due date on or prior to the date of such mortgage as filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage. The sale or transfer of any lot shall not affect any assessment lien. The sale of any lot which is subject to any mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. But, the Association shall have a lien upon the proceeds for the foreclosure or of sales junior only to the said foreclosed first mortgage, but senior to the equity of redemption of the mortgage owner. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL MAINTENANCE AND USE RESTRICTIONS

The Architectural Control Committee ("Committee") is initially composed of Jim Sgro, Carol Sgro and John Sgro. As those people resign, the Architectural Control Committee shall be composed of elected and appointed members of the Homeowner's Association. Specifically, the Homeowner's Association By-Laws call for the Vice President to be a member of the Architectural Control Committee. The remaining members of the Architectural Control Committee shall be appointed by the President of the Homeowner's Association. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining member shall, within thirty (30) days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Section 1 – Approval of Plans and Architectural Committee: No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path, improvement or addition of any nature shall be constructed without obtaining the prior written approval of the Committee as to location, plans and specification. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason including purely aesthetic considerations. Upon giving approval, construction shall be started and

prosecuted to completion promptly and in strict conformity with such plans. The Committee shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

Section 2 - Design and Site Approval: Buildings shall be erected on lots in a manner to provide architectural value to the Glenwood Lake Estates Subdivision. Therefore, no house, garage, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained nor shall any exterior addition to, change in or alteration of any of said structures be made, until a site plan, final plans and specification showing the nature, kind, shape, height, materials, basic exterior finishes, colors and graphics, and floor plans thereof, have been submitted to and approved in writing by the Committee as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. The Committee shall act with all reasonable promptness upon receipt of such information to approve or disapprove of same. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing, stating with reasonable detail the reasons for disapproval, and the Committee's recommendations to remedy same. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

Section 3 - Subdivision of Lots: By or with the written consent of this Committee, one or more lots as shown on the Subdivision plats or parts thereof may be subdivided or combined to form one single building lot.

Section 4 - Improvement Setback and Use Restrictions:

(a) All structures must be built to comply substantially with the plans and specifications as approved by the Committee and before any house may be occupied, it must be completely finished and a certificate of completion must be issued by the Committee.

(b) The requirements contained in these Covenants shall prevail over any ordinances of the Village of Chatham, including but not limited to, those pertaining to zoning and building to the extent that these covenants and restrictions are more restrictive than said Ordinances. The requirements contained in any ordinances of the Village of Chatham, including but not limited to, those pertaining to zoning and building shall prevail over these Covenants to the extent that the provisions of said Ordinance are more restrictive than these Covenants.

(c) Lots shall be used for residential purposes only, and except for such accessory buildings and garages for not more than three cars as may be permitted by the Chatham Zoning Ordinance, no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling.

All dwellings shall be permanently attached to a masonry or concrete foundation on appropriate footings for the climate of the Chatham area. All dwellings shall comply with the requirements of the Chatham Zoning Ordinance in all respects, including size, location and height.

(d) No residential structure shall be erected or placed on any lot unless it has the minimum square feet of living area, as follows:

1. One-story dwelling: 1,800 sq. ft. of living area.

2. **Two-story dwelling:** 1,000 sq. ft. of living area on each of the two floors and both floors shall be above grade level of the lot, or hereafter defined.

3. **Tri-level dwelling:** 800 sq. ft. of living area on each of the two floors above ground level, with not less than an aggregate of 1,700 sq. ft. of living area on the two levels.

4. **Bi-level dwelling:** 900 sq. ft. of living area on floor above grade level, and 700 sq. ft. of living area on the floor below grade level, if the balance of the floor space of the dwelling is used for an attached garage. If the balance of the floor space of the dwelling is not used for an attached garage, then there shall be an average of 1,750 sq. ft. of living area on the two levels.

Grade level shall be that level of the lot as established at the building set-back line.

Living area shall be defined as the exterior measurements of the main dwelling structure, exclusive of porches, breezeways, patios, and garages.

(e) **On each lot upon which a dwelling is constructed, there shall be a side yard on each side as required by the Chatham Zoning of Building Codes. Garages and other accessory buildings shall be located as required by the Chatham Zoning Ordinance.**

(f) **Grade levels for each lot shall remain in substantial conformity as existed at the time of platting this subdivision, and shall not be altered so as to change or interfere with the drainage from adjoining lots.**

(g) **Minimum setback lines shown on the recorded plat of the properties are intended to the minimums.**

(h) **There shall be no fences on any of the lake lots. No fence of any type shall be permitted between the street right-of-way and the rear of the home. On lots where fences are allowed, fences, boundary walls and hedges shall not exceed six (6) feet in height to the rear property line.**

(i) **Swimming pools shall not be nearer than ten (10) feet to any lot line, and must be located to the rear of the main dwelling. No above ground swimming pools are permitted.**

- (j) Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of neighboring lots, roads, streets, or open areas. Plans for all screens, walls and enclosures must be approved by the Committee prior to construction.
- (k) No lumber, brick, stone, either block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.
- (l) Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.
- (m) Outdoor television antennas and Satellite dishes shall only be erected with approval of the Architectural Control Committee, and shall be restricted to the backyard of a lot.
- (n) No owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.
- (o) All residential utility service lines (including, without limitation, electricity, telephone any and all types of radio and television lines, cables, etc.) to the lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.
- (p) Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc., shall be stored out of sight when not in use.
- (q) Any mailboxes not attached to the main dwelling structure shall be of a type consistent with the character of the Glenwood Lake Estates Subdivision, and shall be placed and maintained to complement the houses in the neighborhood.

- (r) **No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement thereon without the prior written consent of the Committee. A professional sign of not more than five square feet advertising the property "For Sale" will be permitted without the prior written consent of the Committee.**
- (s) **No building, trailer, boat, boat trailer, camper, tent, shed, dog kennels, or any other such vehicle, trailer, vessel, or temporary structure shall be permitted on any lot, street, and Common Areas, provided, however, temporary buildings and other structures shall be permitted during the construction period of houses or as a temporary real estate sales office of the Developer for the sale of lots. No garage, out-building or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.**
- (t) **Setback provision herein prescribed may be altered by the Developer whenever in its sole discretion, the topography or configuration of any lot in said Subdivision will so require.**
- (u) **Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.**
- (v) **No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.**
- (w) **No trash, garbage, debris or other waste shall be permitted to accumulate on any lot and all of the same shall be kept in sanitary containers.**
- (x) **No person shall park or keep on the streets in or adjacent to said addition or on any lot any truck, bus, or camper in excess of one ton in size nor any motor vehicle which is not operative or which is not used for the ordinary transportation requirements of the people occupying the premises, or any stock car or any other type of racing vehicle, unless the same be kept within an enclosed garage.**
- (y) **Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Glenwood Lake Estates Subdivision.**
- (z) **The developer is not the guarantor of the life of any of the trees. If damage occurs during the building process that results in a tree or trees dying, the developer will not be liable for replacing said tree.**

- (aa) All residences must have at least a two car attached garage.
- (bb) All residences must be at least 50% brick on the front unless otherwise approved by the Committee.
- (cc) All roofs must have at least a 5/12 pitch.
- (dd) All front and side yards to the rear of the house must be sodded upon completion of construction.
- (ee) All owners at the time of completion of the residence shall plant one shade tree with a minimum of 1 1/2 inch diameter.
- (ff) All residents are responsible for furnishing the sidewalk in front of their home.

Section 5 - Maintenance:

- (a) All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective owners, according to standards and guidelines adopted by the Board of Directors and approved by the Association. Such maintenance shall include, but shall not be limited, to painting, repairing, replacing and caring for roads, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. In the event an Owner shall fail to maintain the premises and the improvements situated therein in a manner satisfactory to the Committee, after approval by two-thirds (2/3) vote of the Association Board of Directors, it shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot enforceable to the same extent and collectible as provided for in Article IV, entitled "Covenant for Maintenance and Assessments". Although notice given as provided in Section 9 of this Article shall be sufficient to give the Association the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

- (b) To preserve the natural integrity and beauty of the land, water, runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of more than three (3) inches shall be cut, destroyed or mutilated except with the prior written consent and permission of the Committee; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any lot by the property owner thereof after such dead or diseased condition is first bound to the attention of the Committee and permission for such cutting and removal has been obtained.

Section 6 - Hobbies and Activities: The pursuit of inherently dangerous hobbies or activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or the Common Area without the consent of the Developer or Association.

Section 7 - Animals and Pets: No dog kennels will be allowed in Glenwood Lake Estates. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets not to exceed three (3) in number which may be kept not to exceed three (3) pets except fish and caged birds for the sole pleasure and purpose of the occupants, but not for any commercial use or purpose. Birds shall be confined to cages. Fish in an aquarium shall be an exception to the above three (3) per household rule.

Section 8 - Nuisances and Unsightly Materials: Each owner shall refrain from any act on their Lot which would cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor

shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pickup by garbage and trash removal service units: In the event any Owner of any developed Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon, or mailing to said owner at his property address requesting Owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense and Owner shall be personally liable to the Association for the costs of removal and the costs until paid shall be a permanent charge and lien upon such lot, enforceable to the same extent and collectible as provided for in Article IV, entitled "Covenant for Maintenance Assessments". By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representative. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to lots upon which houses are under construction.

Section 9 - Governmental Regulations: Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provisions shall apply.

ARTICLE VI

EASEMENTS

Section 1 - General: Each Lot now or hereafter subject to this Declaration shall be subject to all easements shown or set forth in the recorded plat(s) of survey upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the individual Subdivision Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the elevation, direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. Within ten (10) days of the prior written notice to Owner, the Committee may enter upon the property for the purpose of removing obstructions in such easements upon Owner's failure to do so.

Section 2 - Emergency: There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Developer or Association, firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

ARTICLE VII

INSURANCE

The Association, upon its organization, shall obtain comprehensive public liability insurance, including liability for injuries to and death of person, and property damage, in such limits as it shall deem desirable but in no event shall that amount be less than \$1,000,000 for personal injury, and other liability insurance as it may deem desirable, insuring the Association, each Owner, and their respective employees and agent, from liability in connection with the Common Areas and insuring the Association and Owners from liability for good faith actions beyond the scope of their respective authorities. Insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

ARTICLE VIII

GENERAL PROVISIONS

Section 1 - Duration: The foregoing restrictions shall be construed as covenants running the land and shall be binding and effective for twenty-five (25) years from date of recordation, at which time they shall be automatically extended for successive periods of ten (10) years each unless after said twenty-five (25) year period, it is agreed by the vote of a majority in interest of the Owners of the above described property to change, amend or revoke the restrictions in

whole or in part, except as they relate to the drainage/detention/ retention area. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2 - Enforcement: If any person, firm, or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within the Glenwood Lake Estates Subdivision Carol Sgro's First Addition to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to an separate from the rights of the Association to collect Association fees and charges. Any failure by Developer or any property Owner to enforce any of said covenants and restrictions or other provisions in no event shall be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly validated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section 3 - Delegation and Assignability: Developer shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developer. Further, notwithstanding any other provision contained herein to the contrary, Developer shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties; provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Developer also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, said Developer shall not be relieved of liability resulting from his failure to perform or negligent performance of his obligation under these covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligations under these covenants arising after such sale, transfer or conveyance.

Section 4 - Headings and Binding Effect: Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

Section 5 - Sale by Mortgagee: Should any Lot now or hereafter made subject to this Declaration become subject to a mortgage as security in good faith for value, the holder thereof, on becoming Owner of such interest through whatever means, or the Seller at any sale under a power of sale therein contained, shall otherwise sell and the Purchaser shall take subject to the terms, covenants and provisions contained herein.

ARTICLE IX:

DRAINAGE PROVISIONS

In addition to the foregoing, and notwithstanding anything herein contained to the contrary, the following provisions shall govern drainage within Glenwood Lake Estates.

Section 1: No owner of any lot shall change or permit to be changed the contours and the gradeline of any lot. The gradeline and contour of any lot shall conform with that of surrounding property. No swale within any easement of any lot shall be altered or wholly or partially filled so as to interfere with or prohibit the free flow of surface water; however, if such swale shall be altered, it shall be restored at the expense of such lot owner of the lot where such alteration occurs.

Section 2: If the owner fails to restore any swale to the approved grade upon request of the Developer, Architectural Control Committee, or Association, the Developer, Architectural Control Committee or Association shall make all necessary repairs and restorations to the swale as they determine in their sole discretion, and may bill the lot owner for the cost of the

repair. Should the lot owner fail to pay the bill within 30 days, the Developer, Architectural Control Committee, or Association may file a lien in the amount of such repair costs against the lot in the office of the Recorder of Deeds of Sangamon County, Illinois, and may foreclose such lien in the same manner as a lien for unpaid Association dues or expenses.

Section 3: When required by the Architectural Control Committee, prior to activating any sump pump on any lot, the sump pump shall be connected to the existing storm or drainage pipe in the swale located within the easement area of each lot the at the expense of the lot owner.

ARTICLE X

The developer prior to the formation of the Homeowners' Association and the Homeowners' Association after formation shall have the right to amend the restrictive covenants by a 2/3 vote of those entitled to vote as set out in Article II, Section 2. Said amended Covenants would then be refiled with the Recorder of Deeds.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signature this

30 day of Dec, 1999.

BLUE BIRD DEVELOPMENT, L.L.C.

By: James M. Agio
MANAGER

ATTEST:

By: [Signature]

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON) SS

I, Vikki Lynn Pinson, a Notary Public, in and for the County and State aforesaid, hereby certify that JAMES M. SGRO, personally known to me to be a manager of Blue Bird Development, L.L.C., appeared before me this day and signed, sealed and delivered the above instrument as his voluntary act, for the uses and purposes therein stated.

Given under my hand and seal this 30th day of December, 1999.

Vikki Lynn Pinson
NOTARY PUBLIC



This Document Prepared By:

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