

2009R14830

STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

03/25/2009 01:52PM

DANIEL R. DONOHOO
RECORDER

REC FEE: 76.00
RHSPS FEE: 10.00
PAGES: 62

COVER SHEET FOR RECORDING

FIRST AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR

NOTTINGHAM ESTATES,

FIRST ADDITION TO NOTTINGHAM ESTATES,

and

SECOND ADDITION TO NOTTINGHAM ESTATES

After recording return to: ~~Rosalie Wilke
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86-000K1961

**FIRST AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
NOTTINGHAM ESTATES,
FIRST ADDITION TO NOTTINGHAM ESTATES,
and
SECOND ADDITION TO NOTTINGHAM ESTATES**

The undersigned, being a majority of the lot owners in each of the three subdivisions Nottingham Estates, First Addition to Nottingham Estates, and Second Addition to Nottingham Estates (collectively, "the Nottingham Estates Subdivisions," and sometimes herein referred to herein as "Nottingham Estates and its First Addition and Second Addition"), being subdivisions in Madison County, Illinois, according to the plats thereof recorded in the office of the Madison County Recorder (as hereafter described), do hereby amend each of the Declarations of Covenants, Conditions and Restrictions for the Nottingham Estates Subdivisions. This FIRST AMENDED DECLARATION is effective only if signed by a majority of the lot owners in each of the Nottingham Estates Subdivisions.

WHEREAS, the undersigned desire to amend the Declaration of Covenants, Conditions and Restrictions for Nottingham Estates, First Addition to Nottingham Estates, and Second Addition to Nottingham Estates, and

WHEREAS, the subdivision plat designating Nottingham Estates was recorded on June 22, 1978 in Plat Cabinet 47, Page 173, in the Office of the Recorder of Deeds of Madison County, Illinois, and

WHEREAS, the subdivision plat designating the First Addition to Nottingham Estates was recorded on August 6, 1979 in Plat Cabinet 49, Page 158, in the Office of the Recorder of Deeds of Madison County, Illinois, and

WHEREAS, the subdivision plat designating the Second Addition to Nottingham Estates was recorded on December 9, 1985 in the Office of the Recorder of Deeds of Madison County, Illinois, Plat Cabinet 52 at Page 133, Document No. 1495-728, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Nottingham Estates was recorded at Book 3100, Page 161, in the Office of the Recorder of Deeds of Madison County, Illinois, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Nottingham Estates was recorded at Book 3139, Page 342, and re-recorded at Book 3140, Page 884, in the Office of the Recorder of Deeds of Madison County, Illinois, and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for the Second Addition to Nottingham Estates was recorded at Book 3347, Page 1939, in the Office of the Recorder of Deeds of Madison County, Illinois, and

WHEREAS, the respective Declarations of Covenants, Conditions and Restrictions for Nottingham Estates and its First Addition and Second Additions described above may be amended by an instrument signed by a majority of the then owners of the lots.

NOW THEREFORE: For purposes of enhancing and protecting the value, attractiveness, and desirability of the homes, property, common and recreation areas and entrance to Nottingham Estates and its First and Second Additions, the owners of a majority of the lots in each of the Nottingham Estates Subdivisions declare that all real property described herein shall be subject to the following covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties, their heirs, representatives, successors and assigns having any right, title or interest in the above-described property or any part thereof, and shall further inure to the benefit of each owner thereof. Upon the recording of this instrument, each of the lots in the Nottingham Estates Subdivisions shall be subject to all of the terms and conditions hereof.

ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to Nottingham Estates Homeowners' Association, NFP, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner or owners of a fee simple title to any lot which is a part of the properties, including contract purchasers, but excluding those having any interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to all real property described in the plats of Nottingham Estates and its First and Second Additions, and such additions thereto as may hereafter be brought under these covenants, conditions and restrictions by specific declaration and dedication.

Section 4. "Recreation Area" shall mean and refer to the certain real property situate immediately adjacent to Lots 19 & 20 in Nottingham Estates and title to which has been conveyed to Nottingham Estates Homeowners' Association by deed recorded in Book 3135 at Page 1812 in the Office of the Recorder of Deeds of Madison County, Illinois.

Section 5. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the properties with the exception of the dedicated areas (public streets and rights of way) and common areas.

Section 6. "Plat" shall mean and refer to, collectively, all of the following:
a) "Nottingham Estates" as was recorded on June 22, 1978 in Plat Cabinet 47, Page 173; b) the First Addition to Nottingham Estates as was recorded on August 6, 1979 in Plat Cabinet 49, Page 158; and c) the Second Addition to Nottingham Estates as was recorded on December 9, 1985 in Plat Cabinet 52, at Page 133, Document no. 1495-728; all of which have been recorded in the Office of the Recorder of Deeds of Madison County, Illinois.

ARTICLE II: MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS; ORGANIZATION ANNEXATION

Section 1. Membership.

Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. Voting.

The Association shall have 1 class of voting members, which shall consist of all lot owners. When more than one person holds an interest in a given lot, each such person shall be a member and the vote for such lot shall be exercised as the owners may determine, but in no event may more than one vote be cast with respect to any lot owned by the members.

Section 3. If platted lots are combined into a new configuration of home sites, the number of actual home sites that survive, rather than the number of original platted lots, shall be used for determining Association membership and voting rights and for pro-rating financial responsibility.

Section 4. Organization.

The Association has been organized as a not-for-profit corporation according to the laws of the State of Illinois. The Association shall have at least one meeting per year, and shall elect its officers and directors and formulate its own by-laws.

Section 5. Annexation.

Additional residential property and recreation area may be annexed to the subdivision by Association with a majority of votes cast at a regular or special meeting of the Association, which property shall thereafter be subject to the provisions hereof.

ARTICLE III: ASSESSMENTS

Section 1. Each owner of a lot is deemed to covenant by acceptance of his/her deed for such lot, whether or not it shall be so expressed in his/her deed, to pay to the Association:

- 1) Annual assessment, and
- 2) Special assessments for capital improvements.

Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the lot and a continuing charge on each lot against which such an assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees shall also be the personal joint and several obligations of the person or persons who own the lot at the time the assessment falls due.

Section 2. The annual assessment shall be due on the 30th day of April each year. The annual assessment shall be established by the Board of Directors of the Association, provided, however, the annual assessment per lot may not be increased in any year by more than ten

percent (10%) above the annual assessment for the previous year without approval by a majority of the voting members. Announcement of the annual assessment will be published following the annual meeting.

Section 3. Delinquent Assessments.

Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eight percent (8%) per annum until paid. The Association may bring an action at law against the owner or owners personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the annual or special assessments by non-use of the recreation area. In any such action at law or foreclosure, the Association shall be entitled to recover judgment for all such delinquent assessments plus interest as aforesaid, court costs, title expenses and reasonable attorney's fees.

Section 4. Use of Annual Assessments.

Annual assessments shall include, and the Association may acquire and pay for out of the funds derived from annual assessments, the following:

- A. Maintenance, yard work, landscaping and repair of common or recreation area.
- B. Water, garbage and trash removal, electricity, telephone, gas and other necessary utility service for the common or recreation areas.
- C. Acquisition, maintenance and repair of furnishings and equipment for the Common areas.
- D. Fire insurance with extended coverage endorsement covering the full insurable replacement value of the recreational facilities.
- E. Liability insurance insuring the Association against any and all liability to the public, to the owner, or to the invitees or tenants of any owner arising out of their occupation and or use of the recreation area. The policy limits shall be set by the Association.
- F. Workmen's Compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.
- G. Liability insurance for claims against the Officers and Directors of the Association and standard fidelity bonds on members of the Board of Directors, officers, and/or other employees of the Association as deemed necessary by the Board of Directors.
- H. Materials, supplies, furniture, labor, services, maintenance, repairs and taxes which the Association is required to secure or pay or which shall be necessary or proper as determined by the Board of Directors of the Association for the operation of the recreation area, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 5. Special Assessments.

In addition to the annual assessment, the Association may levy in any assessment year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the recreation area or common areas. Special assessments and the due date of the same shall be approved by a majority of

members at a regular or special meeting of the Association, and shall be levied at a uniform rate for all lots.

Section 6. In the event of the need for maintenance or repair to any recreation area or furnishings or equipment or improvements thereto is, in the judgment of the Board of Directors of the Association, attributed to the willful or negligent act of the owner of a lot, a member of his family, his guest or invitee, the cost thereof plus twenty-five percent (25%) overhead expense shall be assessed against the owner and paid by the owner within 60 days of assessment.

ARTICLE IV: PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

Every owner of a lot shall have a right and easement of enjoyment in and to the recreation area which shall be appurtenant to and shall pass with the title to such lot, subject to the followings rights of the Association:

- A. The right to charge reasonable admission and other fees for the use of any recreation facility situated within the recreation area.
- B. The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the Board of Directors to suspend such rights for a period not exceeding thirty (30) days for any infraction of the published rules and regulations of the Association.
- C. The right to dedicate or transfer all or any part of the recreation area to any municipality, public agency, authority, or utility for such purposes and subject to each condition as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by a majority of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Other Easements.

Easements for installation and maintenance of utility and drainage facilities are shown on the recorded subdivision plats. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the use of the walkway easement or the installation and maintenance of utilities, or which may damage or interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easements, restriction, or right of way, and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to all persons who shall have the right and privilege of doing whatever need be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

Section 3. Right of Entry.

The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be reasonably necessary.

Section 4. No Partition.

There shall be no judicial partition of the recreation area or of any lot or lots contained or described in the plats of Nottingham Estates, its First, or Second Additions.

ARTICLE V. USE RESTRICTIONS

The subdivision shall be occupied and used as follows:

Section 1. Each lot shall be used exclusively as a residence except for those activities authorized in Section 2 of Article V.

Section 2. No business activity of any kind shall be permitted in the Subdivision, except home offices not open to the public.

Section 3. No noxious or offensive activity, nor any nuisance activity, may be carried on or maintained on any lot.

Section 4. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale.

Section 5. No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any lot; all such antennae must be located inside the house. To the extent that the reception of an acceptable signal would be impaired without an antenna, an antenna, dish, or receiver permissible pursuant to rules adopted by the Association may be installed only if it: (i) is located on the rear or side of the structure; (ii) is not visible from any street (whether by location or screening); (iii) is integrated with the dwelling and surrounding landscape; (iv) if a dish or other receiver, is not larger than 36" in diameter.

Section 6. Animals.

No animals, livestock or poultry of any kind shall be kept on any lot, except that a maximum of 3 household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and that they do not become a nuisance to the neighborhood. The Board of Directors has the right to determine whether or not a particular animal is a nuisance and to require removal. No person owning or having custody of a permitted animal shall allow the animal to stray or go upon another owner's lot without the consent of such other owner. No animals shall be permitted on or in the common area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a leash when outside the owner's lot boundaries. The owner of a permitted animal shall be responsible for

removing and cleaning up any excrement deposited by such animal on any lot, street or the common area.

Section 7. Garbage, Unsightly Storage.

All trash and rubbish shall be kept in garbage cans stored in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, or similar unsightly items shall be allowed to remain on any lot. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to an approved enclosure the night of the scheduled pickup.

Section 8. Fences, Cages, Walls.

No fences are permitted, except those described in Section 9 which surround and are adjacent to an in-ground pool. No dog runs, animal cages or pens are permitted. Stone, brick, or masonry retaining walls must be submitted for approval to the Architectural Committee prior to construction.

Section 9. Swimming Pools.

No above-ground swimming pools shall be permitted. In-ground swimming pools are permitted, provided that they are completely enclosed by a secure fence, and further provided that the pool, pool equipment, fence and other facilities must be approved by the Architectural Committee prior to construction. Chain-link fences are not permitted. Fencing which encloses a pool shall be constructed so as to allow for an unobscured view through the fence.

Section 10. Parking, Driveways, Vehicles, Jacking.

All property owners shall provide off-street parking for the number of vehicles in use by the residents thereof. Every dwelling shall have at least a double-wide garage and driveway. Vehicles may be parked or stored only on portions of the lot improved for that purpose, i.e. the garage or driveway. All driveways shall have a concrete or asphalt/blacktop surface. In the event a property owner replaces an existing concrete driveway, the new driveway shall also be concrete. If a property owner replaces an existing asphalt/ blacktop driveway, the new driveway shall be either asphalt/ blacktop or concrete. No unenclosed parking area or carport shall be constructed or maintained on any lot, including areas that are not part of the driveway and that are used solely for parking.

No mobile house trailer, whether on or off wheels, recreational vehicle or vehicles, trailer, or enclosed body of the type which may be placed on or attached to a vehicle (known generally as recreational vehicles), tractor-trailer trucks or cabs, or business or commercial vehicle of any kind shall be parked upon any street or driveway within the subdivision. No boat or boat trailer shall be parked upon any street, driveway or lot within the subdivision. Such trailers, trucks and other vehicles as described in this section may be kept on the lot only if they are parked, stored, or otherwise completely enclosed by the attached garage. Trucks with a rating or size of ¾-ton or less may be parked in the driveway if the bed of the truck is empty.

Vehicles of any type which are abandoned, inoperative or in visible disrepair must be kept or stored in the garage and shall not be parked on the driveway or street. No automobiles or mechanical equipment may be dismantled or allowed to accumulate on any lot.

No lot or driveway or area outside the exterior walls of the main residential structure or garage shall be used for the purpose of blocking or jacking automobiles or for any other vehicles or repair or for repairing one or more automobiles.

Use of unlicensed motor vehicles on any lot, common, or recreation area is prohibited.

As used in this section, business or commercial vehicle shall include all motor vehicles and trailers used in connection with any enterprise or business, or any vehicle or trailer which has exterior signage or advertising information on the same.

Section 11. No outbuildings, basement, tent, shack, garage, trailer or temporary building may be used as a residence, either temporarily or permanently.

Section 12. No piece or part of any platted lot in the subdivision may be sold, except if such piece or part is sold to an adjoining lot owner, in which case it shall become an integral part of that adjoining lot. This provision does not pertain to parts of a lot taken by the power of eminent domain.

Section 13. The use of recreational facilities, including the lodge, is limited to lot owners, members of their households, and invited guests when accompanied by a lot owner or household member. The Association shall adopt such rules and regulations governing the use of the lodge and recreational facilities as are necessary and appropriate.

Section 14. The Board of Directors of the Association shall have the authority to suspend the right of a lot owner and any or all members of his household and guests to use the recreation area and recreational facilities thereon for any period in which any lien or assessment against his lot remains unpaid or for any infraction of its regulation.

Section 15. No recreational apparatus, except basketball goals, 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 at any point toward the front lot line, past a line drawn parallel with and intersecting the front of the dwelling structure. No outdoor clotheslines are permitted. The Architectural Control Committee shall have absolute discretion to determine what constitutes the front or side yard and to approve or disapprove of any recreational construction or apparatus pursuant to these Covenants and Restrictions.

Section 16. 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.

Section 17. Lot owners may have one rummage or garage sale per calendar year, for a maximum of two consecutive days.

Section 18. No window air conditioner may be placed or used in the front or side walls or windows of any house.

Section 19. No temporary or permanent renewable energy devices (windmills, solar collectors, etc) will be allowed to be mounted on the ground or upon any structure upon any lot unless permitted by rules hereafter adopted by the Association. If installation of such devices is permissible pursuant to rules hereafter adopted by the Association, they may be installed only if they: (i) are located on the rear or side of the structure; (ii) are not visible from any street (whether by location or screening); and (iii) are integrated with the dwelling and surrounding landscape.

Section 20. Yard ornamentation must be “dedicated” (manufactured to be lawn ornamentation). No adaptations of household items, farm implements, car parts, etc. Free standing planters used as ornamentation must contain cultivated plants during the growing season. The ornamentation must enhance the attractiveness of the property and not be done to the extreme so as not to become a visual nuisance.

ARTICLE VI: OWNER’S OBLIGATION TO REPAIR

Section 1. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty, or if the owner decides not to build, to promptly remove all debris and materials from the lot and restore the surface to its natural contour. Grass seed shall be planted on the restored lot. Reconstruction shall be undertaken within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

Section 2. Maintenance.

Each owner shall, at his/her sole cost and expense, repair and maintain his/her lot and improvements, keeping the same in a condition comparable to condition at the time of initial construction, excepting only normal wear and tear.

Each owner shall establish and maintain an acceptably landscaped lot, except for that portion of an owner’s lot that has natural woods, such portion usually being located in the back. This includes keeping all shrubs, trees, grass, and plantings of every kind on such owner’s lot cultivated, pruned, free of trash, and other unsightly material in keeping with the general conditions to beautify the neighborhood.

ARTICLE VII. ARCHITECTURAL CONTROL COMMITTEE

Section 1. The Architectural Control Committee shall be composed of three persons, each of whom shall be a lot owner. The initial term of office for one position on the Committee

shall be one year, with the remaining two positions appointed to two-year terms. Upon the expiration of the initial one-year term, that position shall thereafter carry a term of two years.

The Board of Directors shall appoint the members of the Architectural Control Committee and shall promptly fill any vacancies on the Committee. A member of the Architectural Control Committee may be removed upon a vote of 60% of the Board of Directors.

Section 2. The ground floor area of a dwelling to be erected on a lot exclusive of open porches, garages, and basements shall not be less than 1,700 square feet, nor shall it exceed 3,000 square feet for a one-story building. For a two-story or one and one-half story building, the ground floor shall not be less than 1,400 square feet, with a total living area of a multiple-level building, exclusive of open porches, garages and basements of not less than 2,100 square feet. The total living area for a two-story or one and one-half story building shall not exceed 4,000 square feet. No building or structure shall exceed two stories in height.

Section 3. Minimum building set-back lines shall be as follows:

- A. A front yard of not less than sixty (60) feet shall be provided to all lots, except Lots 29, 30, 31 and 56 which shall have a front yard of not less than fifty (50) feet.
- B. A side yard on each side of the structure of not less than ten percent (10%) of the width of the lot at the front building line shall be provided, except where a side yard adjoins a street, in which case a minimum width of such yard shall be increased to twenty-five (25) feet.

Section 4. Approval by Architectural Control Committee.

No building, fence, or other structure shall be built, constructed, erected or maintained upon any property, nor shall any exterior addition or change or alteration be made to any house or structure, except upon written application to the Architectural Control Committee for permission to construct, install or erect the same and until the plans and specifications showing the nature, kind, shape, height, materials, exterior appearance and location of the same, depicting lot elevations, and site plan shall have been submitted to and approved in writing by the Architectural Control Committee. Improvements shall be in harmony with the external design and location of surrounding structures and topography. The owner shall deposit a copy of such plans and specifications as a permanent record with the Architectural Control Committee. If the Architectural Control Committee fails to approve or reject any plan or matter within 30 days of the written application, then approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with. Improvements shall thereafter be constructed according to the plans that have been approved by the Architectural Control Committee.

Buyers shall complete construction of dwellings within eight (8) months after obtaining a building permit therefore, and all landscaping and seeding or sodding of yards shall be completed within six (6) months after the dwelling is occupied.

Section 5. Easement Granted to Architectural Control Committee.

The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure or land use in the subdivision pursuant to these Covenants and

Restrictions. In discharging the duties imposed upon them, the Architectural Control Committee is hereby granted an easement prior to and during construction of any structure and, in discharging their duties hereunder, to enter upon any lot in the subdivision, and will not be deemed to be trespassers thereby, and may enter into contracts and employ agents, servants, and counsel as they deem necessary in the performance of their duties.

Section 6. Waiver of Liability.

Approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or any other plan or matter regarding approval as herein provided, shall not be deemed to be a waiver by the Architectural Control Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. The Architectural Control Committee shall not be in any way responsible or liable for any loss or damage, for any errors or defects which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the Architectural Control Committee.

Section 7. Constructive Evidence of Action.

Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such subdivision, or any lien thereon or interest, acting in good faith, shall be fully justified in relying upon the contents of a letter of approval signed by the Architectural Control Committee with regard to the contents of said letter.

Section 8. The failure of the Architectural Control Committee to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, conditions, covenant, reservations, lien or charges.

ARTICLE VIII: ENFORCEMENT

Section 1. The Association or any owner shall have the right to seek enforcement or compliance with all restrictions, conditions, covenants, reservations, liens, or charges contained in this Declaration or imposed by the provisions of this Declaration. In seeking enforcement or compliance, the Association or owner may file suit in the Circuit Court of the Third Judicial Circuit, Madison County, Illinois, seeking damages, injunctive relief or other relief so as to compel enforcement with or compliance with the terms and provisions of this declaration. In the event the Association or owner prevails in such action, reasonable attorney's fees and costs of court may be recovered.

Section 2. Prior to seeking enforcement or compliance by means of suit, the Association or owner must first provide written notice of the violation or non-compliance to the owner of the lot where the alleged non-compliance is occurring ("the non-compliant owner"), clearly identifying the nature of the violation or non-compliance, and requesting that the owner complete corrective action within 30 days. This notice shall be delivered by personal service or by certified mail, return receipt requested. In the event the owner fails to complete the corrective action within 30 days (or begin in earnest to complete same, in the case of a project that

reasonably requires more than 30 days to complete), a second written notice shall be served by personal service or by certified mail, return receipt requested, on at least one of the owners. This second notice shall clearly identify the violation or non-compliance, shall again request that the owner take corrective action within 30 days, and shall advise the non-compliant owner or owners of the intent to file suit seeking compliance or enforcement if corrective action is not completed within 30 days.

ARTICLE IX: GENERAL PROVISIONS

Section 1. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provisions, which shall remain in full force and effect.

Section 2. Term.

The covenants and restrictions of this declaration shall run with and bind the land for a term of ten years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part. Any amendment or change must be recorded. These declarations may be amended by an instrument signed by not less than 51% of the lot owners of the total lots in the three Nottingham Estates Subdivisions; hereafter it shall not be necessary that a majority of the owners of each of the original subdivisions approve an amendment, only that a majority of the total owners in the three subdivisions approve the amendment, without regard to the subdivision in which any given lot was originally platted.

Section 3. Dues Waiver.

The officers of the Association shall not receive compensation for their service. The Association may grant a dues waiver to officers of the Association and members of the Architectural Control Committee as it deems appropriate. Such waiver must be approved by a majority vote at an annual meeting of the Association.

Now, in order to indicate their willingness to be bound by the terms hereof, the below-named owners do hereby affix their signatures the dates set forth below.

The following is a statement of the number of lots whose owners who have signed this instrument, and the total number of lots in each of the Nottingham Estates Subdivisions:

NOTTINGHAM ESTATES: 13 of 25 lots;

FIRST ADDITION TO
NOTTINGHAM ESTATES: ¹⁶~~15~~ of 26 lots;

SECOND ADDITION TO
NOTTINGHAM ESTATES: ¹⁹~~18~~ of 30 lots.

[SIGNATURE PAGES FOLLOW]