
DECLARATION OF COVENANTS AND RESTRICTIONS

“SERENADE AT TROY”

LTS BUILDING SYSTEMS INC., (“Developer”), the Owner of the following described real estate:

SEE ATTACHED EXHIBIT “A”

Known as **SERENADE AT TROY** Subdivision, situated in Madison County, Illinois (the “Subdivision”); does hereby impose upon said real estate the following Covenants and Restrictions, and does hereby declare that the said real estate shall hereafter be owned, conveyed and developed in accordance with and subject to the provisions hereof (the “Restrictions”).

PREAMBLE

The Developer has submitted a proposed subdivision plat to the City of Troy, Illinois, “Serenade at Troy,” a planned development. This Declaration sets forth the covenants and restrictions (“Restrictions”) to be imposed on the Subdivision. These Restrictions contained herein are in addition to the reservations, easements, and rights of way to be imposed by the Subdivision plat when recorded.

The buildings to be constructed in this Development will be two-unit buildings. Each owner of a Unit, when built and purchased, will own the Unit, the land on which the Unit sits, and that portion of the lot in front and in back of the Unit bounded by a line drawn from the front of the lot to the back of the lot, passing through the building, along the line separating the Unit from the other Unit in the building. At the time of separating a building into separate Units and ownership thereof, it will be necessary for the owners of the Units to enter into a Party Wall Agreement to provide for the unified maintenance and upkeep of the building by and between the owners of the Units in each respective building.

After the building has been constructed, a survey will be performed by a professional land surveyor, at the cost of the builder or the Unit owners, to ascertain and describe boundaries of each partial Lot that is to be owned by a Unit owner.

The Subdivision is intended to be a “senior living community” and will comply with the Housing for Older Persons Act of 1995, as amended.

RESTRICTIONS

The following restrictions are hereby imposed on all of the lands, lots, and Units, located and to be constructed in the Subdivision.

1. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes. All buildings to be erected, altered, placed, or permitted to remain on any Lot shall be two-family dwellings, each to be designated a Unit, not to exceed two (2) stories in height, excluding the basement, plus attached garage.

2. BUILDING LOCATION. No building shall be located on any Lot nearer to any street line than the building lines shown on the Plat of the Subdivision. No structure shall be located closer than ten (10) feet from any side lot line. For purposes of the setback requirements herein, eaves, steps, and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another Lot.

3. PLANS AND SPECIFICATIONS. An Architectural Control Committee is hereby established, which shall initially be comprised of individuals appointed by the Developer (hereinafter called the “Architectural Committee”). The Architectural Committee shall have six (6) members. The following documents shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any Lot, to-wit:

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

The items in 3A-H shall collectively be “Plans”.

No structure may be constructed or altered until the Plans for same have been approved as hereafter set forth. The Architectural Committee shall have the sole and absolute discretion in the approval or disapproval of all Plans in the Subdivision pursuant to these Restrictions. All Plan items shall be submitted to the Architectural Committee; the Architectural Committee shall have thirty (30) days to approve or disapprove of Plans. Any Plans not disapproved within said period shall be deemed approved. The members of the Architectural Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, are hereby granted an easement prior to, during, and after completion of the construction of any structure or improvement whatsoever, 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 the deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural

Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The initial members of the Architectural Committee shall hold office until all Lots in the Subdivision are sold. In case of the death, dissolution or resignation of any of the initial members while holding such office, Developer shall have the right to name substitute members and new members of the Architectural Committee until all of the Lots in the Subdivision are sold. Commencing with the sale of the last of the Lots or Units in the Subdivision, the Homeowners Association described below shall elect three members of the Architectural Committee. At the first such meeting, two members of the Architectural Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms, to replace the member or the members of the Architectural Committee whose term expires.

4. DWELLING SIZE AND MISCELLANEOUS.

- 4.1 Each dwelling Unit shall contain not less than 1702 square feet per Unit.
- 4.2 Only one-story, one-and-one half story, or two-story dwellings shall be permitted on any Lot.
- 4.3 No split-foyer dwelling shall be permitted.
- 4.4 The character and design of garages must conform to the character and design of the dwelling structure.
- 4.5 No temporary or permanent antennae will be allowed to be mounted on the ground. One satellite dish per unit may be attached to the dwellings, but only in installed on the rear of the dwellings.
- 4.6 Recreational apparatus including, but not limited to swing sets, playground equipment, basketball goals, or similar devices are prohibited in the Subdivision. No swimming pools will be permitted.
- 4.7 No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become and annoyance or nuisance to the neighborhood.
- 4.8 No Lot or driveway, outside the exterior wall of the main residential structure or garage, shall be used for blocking or jacking of vehicles or automobiles of any kind for repair, or for repairing any one or more automobiles, for any period of time.
- 4.9 No shed, trailer, recreational vehicle, tent, shack, barn, garage, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 4.10 Each Unit shall have an attached garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure.
- 4.11 No trucks, trailers, or commercial vehicles will be allowed to stand on any Lot, other than service vehicles making deliveries and light pickup and panel trucks. No boats, campers, trucks, mobile

equipment, vans, motor homes or recreational vehicles will be permitted to stand or be stored, for any length of time, outside the dwelling or garage on any Lot in the Subdivision.

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

4.13 No structure of any kind shall be allowed on any Lot, except the building housing the Units, and attached garages, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood (stored at the rear of the dwelling and not visible from the platted streets), for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, garbage cans or clotheslines shall be allowed.

4.14 The building which may be erected on a Lot shall be constructed of good quality, new materials, suitable for the use in the construction of residences and no old buildings or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The front exterior wall surface (or surfaces) of all buildings shall be constructed of brick, brick veneer or stone. The balance of the exterior walls may be finished lap-style SmartSide siding. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, under-eave, overhang and porch areas.

4.15 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 Unit Owner, and shall be subject to the approval of the Architectural Committee.

4.16 No retail business of any kind shall be permitted in the Subdivision, nor any business whatsoever except home offices not open to the public which are permitted under the ordinances of the City of Troy.

4.17 Garden plots shall be allowed in the rear yard of each Unit, and not along any street, and at no other place.

4.18 No wall, fences or fencing of any kind shall be allowed in or on any part of any Lot within the Subdivision. However, underground dog fences shall be permitted upon approval by the Architectural Committee.

4.19 Each Lot Owner shall strictly comply with the setback and building lines shown on the aforesaid Subdivision Plat.

4.20 All dwellings shall be landscaped within ninety (90) days of completion, across the front elevation, which shall consist of ornamental shrubs, ground covers, mulch, ornamental rock and other materials, all of which shall be approved by the Architectural Committee.

4.21 The top of all basement or foundation walls shall be at least twelve (12) inches but not more than thirty-two (32) inches above the average curb height for the subject Lot.

5. ROOFS. All main roof slopes must be constructed with pitch of not less than 6/12. Dormers may be of less slope than main roofs. Shingles must have a textured design and appearance, and be constructed of fiberglass, asphalt shingle, or wood materials. Any questions on architectural shingles meeting requirements will be addressed to the Architectural Committee.

6. MAILBOXES. Developer will install group mailboxes at the ends of Subdivision streets or in location(s) proscribed by the United States Postal Service and/or City of Troy. Developer will maintain responsibility to repair/replace such mailboxes until such time as the Owners Association is deeded the common areas (as discussed herein) at which time the Owners Association will be responsible for repair/replacement.

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

8. CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY.

8.1 During the construction, maintenance or refurbishment of any building, Unit or Lot, and littering or damage to the public and private roadways and easements of the Subdivision, and any cleanup of them, (including dirt or mud), shall be the responsibility of the Owner of any Lot upon which such work is being performed.

8.2 Developer shall be responsible for mowing, landscape, trimming, and snow removal on each completed Unit, up until the date 70% of the Units in Phase I of the Subdivision have been sold; Developer may collect reasonable assessments from each Unit Owner to reimburse itself for the cost of such services, all as more fully described below in Article 12 hereof. Thereafter, the Owners Association shall be responsible for mowing and landscape maintenance of Unit, and up to the street or curbs, such that the Unit will always present a neat, clean and attractive appearance. Landscaping shall be completed within 90 days (or as soon as weather permits) of substantial completion of the dwelling.

8.3 The burning of any material outside of any dwelling is prohibited, except the burning of leaves in conformity with the Statutes of the State of Illinois and Ordinances of the City of Troy.

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

8.5 It shall be the responsibility of the Developer to construct sidewalks at the time of construction. Sidewalks shall be located and constructed in compliance with all applicable specifications of the City of Troy.

8.6 Construction of the residence must be completed within twelve (12) months of commencement thereof.

9. LIMITED COMMON AREA.

9.1 a "Limited Common Area" is a part of the common area as shown on the Subdivision Plat, however the use of such area is limited to the Members of the Owners Association.

9.2 The sewer lines from the sewer main to the dwelling and the water lines from the water meter to the dwelling are Limited Common Areas for the benefit of the building owners and are to be maintained, repaired and replaced, if necessary, by the building area owner it serves.

9.3 All driveway and paved areas, suitable for the parking of at least two (2) vehicles, and sidewalks to the dwelling are limited common areas and shall be provided, maintained in good repair, repaired and replaced, if necessary, by the owner of each building area. All driveways, turn-arounds and paved areas shall be paved with concrete pavement or brick as approved by the Architectural Committee.

9.4 Any outside lighting as approved by the Architectural Committee are limited common areas.

10. AGE RESTRICTIONS.

10.1 "Age Qualified Occupant" is any individual 55 years or older who occupies a Lot or Unit.

10.2 "Occupy," "Occupies," "Occupied," or "Occupancy" shall mean staying overnight in a Lot or Unit for at least ninety (90) days in a consecutive twelve (12) month period.

10.3 "Qualified Resident" any of the following persons occupying a Lot or Building:

- a. Any Age-Qualified Occupant; and
- b. Any person nineteen (19) years of age or older occupying a Lot or Unit with an Age-Qualified Occupant

10.4 Restrictions on Occupancy. Subject to the rights reserved to Developer for purposes of marketing and selling within the community, the Lots and Units within the Subdivision are intended for the housing of persons fifty-five (55) years of age and older. The provisions of this Article are intended to be consistent with and set forth in order to comply with the Housing for Older Persons Act of 1995 (as may be amended, the "Act") allowing discrimination based on familial status. Developer or the Owners Association, acting through its Board, shall have the power to amend this Article 9, without the consent of the Members or any person except Developer, for the purpose of maintaining the age restriction consistent with the Act, the regulations adopted pursuant thereto, and any related judicial decisions in order to maintain the intent and enforceability of this Article.

10.5 Each occupied Lot or Unit shall at all times be Occupied by at least one person 55 years of age or older.

10.6 No person under the age of nineteen (19) shall Occupy a Lot or Unit. No one under the age of nineteen (19) may reside in the Lot or Unit for more than ninety (90) days in any consecutive twelve (12) month period. Anyone under the age of nineteen is allowed to visit the Lots or Units, provided that someone nineteen (19) or older supervises the person at all times.

10.7 Nothing in this Article shall restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of fifty-five (55) years of age may Occupy a Lot or Unit unless the requirements of this Article are met nor shall any Owner permit occupancy of the Lot of Unit in violation of this Section.

10.8 Any owner may request in writing that the Developer or Board make an exception to the requirements for an Age-Qualified Occupant with respect to a Lot or Unit, based on documented hardship. The Developer or Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act would still be met.

10.9 In the event of any change in Occupancy of any Lot or Unit, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent Lot or Unit, or otherwise, the Owner of the Lot or Unit shall immediately notify the Developer or Board in writing and provide to the Developer or Board the names and ages of all current Occupants of the Lot or Unit and such other information as the Developer or Board may reasonably require to verify the age of each occupant required to comply with the Act. In the event an Owner fails to notify the Developer or Board and provide all required information within ten (10) days after a change in Occupancy occurs, the Developer or Board may levy monetary fines against the Owner and the Lot or Unit for each day after the change in Occupancy occurs until the Developer or Board received the required notice and information, regardless of whether the occupants continue to meet the requirements of this Article, in addition to all other remedies available to the Developer or Board under these Restrictions and Illinois law.

10.10 The Developer or Board shall be responsible for maintaining records to support and demonstrate compliance with the Act. The Developer or Board shall adopt policies, procedures, and rules to monitor and maintain compliance with this Article and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance, and enforcement. The Developer or Board shall periodically distribute such policies, procedures, and rules to the Owners and make copies available to Owners, their tenants and Mortgagees upon reasonable request.

a. The Developer or Board may enforce this Article in any legal or equitable manner available, as the Developer or Board deems appropriate, including, without limitation, conducting a census of the occupants of the Lots or Units, requiring that copies of birth certificates or other proof of age for one new Age-Qualified Occupant per Lot or Unit be provided to the Developer or Board on a periodic basis, and in its sole discretion, taking action to evict the occupants of any Lot or Unit which does not comply with the requirements and restrictions of this Article. The Developer or Board's records regarding individual members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Developer or Board request for information regarding the occupancy of his or her Lot or Unit which, in the Board's judgment, is reasonably necessary to monitor compliance with this Article. **Each Owner hereby appoints the Community Association as its attorney-in-fact for the purpose of taking legal or**

equitable action to dispossess, evict, or otherwise remove the occupants of any Lot or Unit in or on his or her Lot or Unit, as necessary to enforce the compliance with this Article. Failure to comply with the provisions of this article shall result in automatic suspension of membership privileges, such liens as the Developer or Board may levy, or such other action as may be necessary or appropriate to assure compliance with the Act.

b. Each Owner shall be responsible for ensuring compliance of its Lot or Unit with the requirements and restrictions of this Article, and the Developer or Board rules adopted hereunder, by itself and by its tenants and other occupants of its Lot or Unit. **Each Owner, by acceptance of title to a Lot or Unit, agrees to indemnify, defend, and hold Developer, any affiliate of Developer, the Board, and the Owners Association harmless from any and all claims, losses, damages, and causes of action which may arise from such Owner's Lot or Unit to so comply.** Such defense costs shall include, but not be limited to, attorneys fees and costs.

10.11 Notwithstanding the restrictions set forth in this Article, Developer reserves the right to sell Lots and Units for Occupancy to persons of any age; provided, such sales shall not affect the Subdivision's compliance with all applicable State and Federal Laws under which the Subdivision may be developed and operated as an age-restricted community.

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

12. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities, drainage facilities, and sidewalks are reserved, as shown on the above-mentioned recorded Subdivision Plat. No building or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot owners.

12.1. The Owners of all Units in a building are required to enter into a Shared Driveway Easement in the form attached hereto as Exhibit "C", or in an agreement of substantially similar provisions. Each Unit Owner shall be obligated to perform all of its duties and shall have the right to enforce all of his/her/its rights, under the provisions of the Shared Driveway Easement.

13. **ASSESSMENTS.** Annual and special assessments may be established and levied against each Lot and its Owners by Developer and, when applicable, by the Homeowners' Association, for payment of the costs of the services to be provided by Developer pursuant to Paragraph 8.2 above, and Section 13, below, **SERVICES TO BE PROVIDED BY DEVELOPER**, and to pay the cost of: maintenance of street and entrance landscaping, Subdivision fences, berms, detention basins, drainage and entrance improvements, any amenities in the Subdivision for the use of the Lot owners, and for any other duties, powers and responsibilities of the Homeowners Association. Annual assessments shall be established by the directors of the Homeowners Association. Payment of an assessment shall be made within 30 days' notice of said assessment. Any unpaid assessment against a Lot shall be the personal obligation of each Owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon recording a notice thereof in the Madison County, Illinois Recorder's Office; if such notice is not filed on or before one year from the due date of said assessment, said right to a lien shall expire. Any purchaser,

lender or title company shall have the right to rely on any statement or assurance by any office of the Homeowners Association, of the amount or payment of any such lien.

14. SERVICES TO BE PROVIDED BY DEVELOPER. Until 70% of the Units in Phase I of the Subdivision are sold, Developer will provide lawn mowing, landscape trimming, and snow removal. Snow removal will be provided whenever there is measurable accumulation in excess of three (3) inches. After the sale of 70% of the Lots or Units in Phase I of the Subdivision to a third party (not affiliated with the Developer), the Owners Association will be responsible for performance of these duties.

15. ZERO-LOT LINE PROVISION AND PARTY WALL AGREEMENTS. Each building shall consist of two (2) Units. After the completion of each building, a survey shall be made and a plat shall be prepared, providing a visual plat and also a written description of the boundaries of each Unit in the building. A Unit may be conveyed and owned, separate from the remainder of a Lot or a constructed building. The Owners of all Units in a building are required to enter into a Party Wall Agreement in the form attached hereto as Exhibit "B", or in an agreement of substantially similar provisions. Each Unit Owner shall be obligated to perform all of its duties and shall have the right to enforce all of his/her/its rights, under the provisions of the Party Wall Agreement.

16. HOMEOWNERS ASSOCIATION. After 70% of the total Lots in Phase I of the Subdivision have been sold by Developer or after ten (10) years from the date of beginning of dwelling occupancy, "SERENADE AT TROY" shall be established as a not-for-profit corporation, herein called the "Owners Association", which shall be vested with all powers, duties, and responsibilities of the Owners Association set out in these Restrictions and as provided by law; title to all commons, amenities, landscaping, Subdivision fences, entrance improvements, easements, and Subdivision appurtenances shall be conveyed by Developer to the Owners Association. The Owners Association will assume responsibility for the maintenance of all common grounds, (except limited common areas as herein provided), and properties at such time. The Developer shall convey all common areas and green space areas to the Owners Association 90 days from the date that the Owners Association is established as a not-for-profit corporation. The Owners of each Unit shall collectively own one (1) share in the Owners Association, said share being assignable to a lessee for so long as the lessee shall be a resident in the Subdivision at which time said share will revert to the Lot Owner or to a subsequent lessee. Any Owner leasing his/her/its unit shall notify the Owners Association, in writing, of such lease and provide a copy of said lease (which must contain a provision under which the lessee acknowledges and agrees to be bound by these Restrictions). The Owners Association shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Restrictions. The Owners Association shall have the right to assess dues for maintenance of the Subdivision and to provide funds reasonably sufficient to perform its duties. The Owners Association shall have the right, concurrent with any other Unit Owner, and with Develop, to enforce these Restrictions. Majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Owners Association, except as set out herein or in the bylaws adopted by the Owners Association. The members of the Architectural Committee at the time of formation of the Owners Association shall be the Organizers of the not-for-profit corporation and will be the original Board of the Association until Board members who are Unit owners have been selected by a majority of the Unit owners. Thereafter the Owners Association, through the duly elected Board, will function pursuant to law and the bylaws.

17. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS. These Restrictions run with the land and shall be binding on all parties, and all parties and all persons claiming under them, until twenty (20) years

from the date of recording hereof, at which time the Restrictions shall automatically be extended for successive periods of ten (10) years, unless by a vote of the Owners of at least sixty percent (60%) of the Units, it is agreed to change said Restrictions in whole or in part. Until the last Lot in the Subdivision is sold by the undersigned, these Restrictions may be amended by Developer as to administrative manners and as to matters that are for the benefit and welfare of the Subdivision. These restrictions may be amended at any time prior to twenty (20) years from the date of recording hereof, or thereafter, by approving vote of at least sixty percent (60%) of the Units, 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 hereinbelow established, in the Madison County, Illinois Recorder's Office. If the parties hereto, or any of them, or their heirs, successors, personal representative, or assigns shall violate or attempt to violate an of the Restrictions herein, it shall be lawful, and power of authority is hereby given, to any other person owning any of the above described real property, and to the Homeowners Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs and attorney's fees incurred in such proceeding. Invalidation of any one of these 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.

NOW THEREFORE, Developer, in order to implement the provisions of the foregoing Restrictions, does hereby set its hand on the date hereafter set forth, by its authorized manager and/or representative.

IN WITNESS WHEREOF, the undersigned has set its hand, but its authorized representative or agent this ____ day of _____, 2020.

DEVELOPER
LTS Building Systems, Inc.

Lyndon Sill, President

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

The undersigned, a Notary Public, in and for said County and State aforesaid, DOES HEREBY CERTIFY THAT Lyndon Sill, personally known to me to be the same person whose name is subscribed to the foregoing instrument and President of LTS Building Systems, Inc., appeared before me in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as that of LTS Building Systems, Inc., for the uses and purposes herein set forth.

Given under my hand and seal this ____ day of _____, 2020.

Notary Public

PREPARED BY:
The Gori Law Firm, P.C.
600 Country Club View, Suite 2
Edwardsville, IL 62025

EXHIBIT "A"
LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 8, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, State of Illinois and being more particularly described as follows:

Commencing at an iron pin at the Southeast corner of Ottwein Trust No. 1 Subdivision, reference being had to the plat thereof recorded in Madison County in Plat Cabinet 63 on Page 66; thence South 00 degrees 36 minutes 52 seconds West, on the Westerly line of a tract of land described in the Madison County Recorder's Office in Deed Book 4281 on Page 1823, a distance of 456.76 feet to the Point of Beginning. From said Point of Beginning; thence continuing South 00 degrees 36 minutes 52 seconds West, on said Westerly line, 159.18 feet to the Southwesterly corner of said tract of land; thence South 00 degrees 28 minutes 15 seconds West, on the Westerly line of a tract of land described in Madison County Recorder's Office in Document No. 2004R45376, a distance of 547.58 feet; thence South 89 degrees 40 minutes 22 seconds West 510.34 feet to the Easterly line of The Greens of Troy No. 4 Subdivision, reference being had to the plat thereof recorded in Madison County in Document No. 2016R00496; thence on said Easterly line the following 4 courses and distances: 1.) North 00 degrees 16 minutes 19 seconds West, 44.26 feet; 2.) South 89 degrees 40 minutes 22 seconds West, 114.94 feet; 3.) North 00 degrees 18 minutes 00 second West, 485.95 feet; 4.) North 35 degrees 35 minutes 57 seconds West, 292.09 feet to the Easterly right of way line of Dorothy Drive (60 feet wide); thence Northeasterly on said Easterly right of way line 227.96 feet on a curve to the left having a radius of 430.00 feet and the chord of said curve bears North 21 degrees 50 minutes 47 seconds East, 225.30 feet; thence Southeasterly 34.45 feet on a non-tangential curve to the left having a radius of 25.00 feet and the chord of said curve bears South 32 degrees 49 minutes 13 seconds East, 31.79 feet; thence Southeasterly 120.52 feet on a curve to the right having a radius of 209.00 feet and the chord of said curve bears South 55 degrees 46 minutes 49 seconds East, 118.86 feet; thence Southeasterly 37.67 feet on a curve to the left having a radius of 25.00 feet and the chord of said curve bears South 82 degrees 25 minutes 57 seconds East, 34.21 feet; thence South 36 degrees 09 minutes 01 seconds East, 50.00 feet; thence Southwesterly 39.27 feet on a curve to the left having a radius of 25.00 feet and the chord of said curve bears South 09 degrees 23 minutes 43 seconds West 35.36 feet; thence South 35 degrees 36 minutes 17 degrees East 141.68 feet; thence North 51 degrees 51 minutes 45 seconds East, 146.28 feet; thence North 82 degrees 17 minutes 02 seconds East, 56.93 feet; thence South 59 degrees 45 minutes 39 seconds East, 147.57 feet; thence South 89 degrees 25 minutes 30 seconds East, 165.84 feet to the Point of Beginning, (except coal and other minerals underlying said premises with the right to mine and remove same), in Madison County, Illinois.

Permanent Parcel No. 09-1-22-08-00-000-009.013

EXHIBIT "B"
Party Wall Agreement

PARTY WALL AGREEMENT

WHEREAS, _____, is the owner of certain property described as follows:

INSERT LEGAL DESCRIPTION

SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

Hereinafter Parcel A.

WHEREAS, _____, is the owner of certain property described as follows:

INSERT LEGAL DESCRIPTION

SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

Hereinafter Parcel B.

WHEREAS, Parcel A and Parcel B comprise a certain lot of property, hereinafter referred to as "Lot".

WHEREAS, a certain structure exists on Parcel A and Parcel B, hereinafter referred to as "Duplex".

WHEREAS, a common division wall exists between Parcel A and Parcel B, hereinafter referred to as "Party Wall".

WHEREAS, the parties (hereinafter "Undersigned") deem it in their best interests to enter into the Party Wall Agreement and hereby agree as follows:

1. That the undersigned shall not obstruct, interfere, or disrupt the access sidewalk, paths, or other means of ingress or egress to Parcels A or B.
2. Each Parcel owner, utility company, supplier, and contractor shall have free access to the entire lot to install, maintain and repair any and all utility lines, valves, meters, connections and other items appurtenant thereto, provided that after the completion of said work, the lot and duplex are restored to the same conditions existing prior thereto.
3. The party wall shall be the common property of the undersigned, so that either owner of Parcel A and Parcel B shall be at liberty to use the wall by inserting materials; up to but not beyond a vertical line drawn through the center and along the entire length of the wall or otherwise to use the wall in any manner that may not interfere with the equal use of the other half of the wall by the other owner.

4. The lot area, exterior appearance and location of the duplex shall not be altered or modified without the express consent of all of the undersigned.

5. No noxious or offensive activity shall be carried on in the duplex or upon the lot, nor shall anything be done which shall become an annoyance or nuisance to any of the undersigned.

6. The undersigned shall make all reasonable effort to keep the exterior and foundation of its duplex in a state of reasonable repair and maintenance. If the exterior of the dwelling or building located on the parcels reasonably requires paint, repair, improvement, refurbishing of exterior walls, roof or roof structure, common utilities, foundation, driveway, parking lot, landscaping, topography or sidewalks appurtenant thereto, then the owners of each dwelling unit or half of the building described above shall, within thirty (30) days' notice and demand, pay a one-half share of the cost of the foregoing work, which said share for each of said dwelling units shall be the personal obligation of the owners of that dwelling unit, said lien to attach upon filing of a sworn statement thereof by one or more of the owners of the other dwelling unit in said building, said statement to be filed in the Madison County, Illinois Recorder's Office, within ninety (90) days after the completion of said work or within ninety (90) days after said notice and demand, whichever is earlier, or the right to record such a lien will expire, but said personal obligation shall continue until paid. Any title insurance company, lender, or bona fide purchaser for value and without knowledge or notice shall have the right to rely on the written statement of at least one owner from the other dwelling unit in the building that there is no such obligation, cost or lien against any such dwelling unit or its owners at that time.

7. That all interior repair, installation and maintenance work shall be the responsibility of the parcel owner for whose benefit the work was done. Said interior work includes maintenance, repair, construction and reconstruction of utilities, wires, cables, pipelines and ducts serving only one dwelling unit. If the interior repair work, however, is of direct benefit to the owner of both parcels, then the costs and expenses shall be divided proportionately between the parcel owner in accordance with the respective benefits received.

8. That the foregoing notwithstanding, in the event any damage or wear and tear is caused by the actions of only one parcel owner, or a tenant, guest, occupant or pet of said parcel owner, then it shall be that parcel owner's responsibility to repair said damage or wear and tear.

9. That the owners of Parcel A and the owner of Parcel B shall cooperate in obtaining insurance for the lot.

10. No building shall be erected or remain on the premises except one multi-unit attached dwelling and garages having an identical design to the structure now located on the premises; there shall be no outbuilding of any kind whatsoever on the premises.

11. Any party who fails to perform his/her/its duties under this agreement after reasonable advance notice by another party (the notice period of any such notice shall be appropriate to the action demanded), shall be deemed to be in default. Upon such default, the party adversely affected by such default may take all legal and equitable action available to him/her/it and shall be entitled to recover damages and injunctive relief, plus all court costs and expenses, including reasonable attorney's fees incurred in the course of exercising this right.

12. The undersigned covenant mutually for themselves and for their respective heirs, assigns, and successors in title, that they will observe the agreement and that the covenants herein contained shall run with the land, and it is expressly understood that none of the undersigned, nor their heirs, assigns or successors in title shall be responsible for any act or omission occurring after conveying their interest in their respective parcels.

IN WITNESS WHEREOF, the undersigned have set their hands the dates hereafter set forth.

Signature

Date

Printed Name

Signature

Date

Printed Name

STATE OF ILLINOIS)
) ss.
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____,
201____.

Notary Public

Prepared by:
The Gori Law Office, P.C.
600 Country Club View, Suite 2
Edwardsville, IL 62025

EXHIBIT "C"
SHARED DRIVEWAY EASEMENT

Whereas, _____ are the owners of the following described real property, to-wit:

("Parcel A")

Whereas, _____ are the owners of the following described real property, to-wit:

("Parcel B")

Whereas, Parcels A and B are served by a common driveway as shown on the Plat of "SERENADE AT TROY" recorded in the Madison County Recorder's Office at Book of Plats _____ Page _____ (the "Driveway");

WHEREAS, the parties desire to create a reciprocal driveway easement to provide pedestrian and vehicular ingress and egress to and from a driveway, the dimensions and location of which are substantially shown on the Subdivision Plat of SERENADE AT TROY, attached hereto and made a part hereof (the "Easement Area") which shall inure to the benefit of and bind THE PARTIES, their respective successors and assigns and for their benefit only of Parcel A and Parcel B.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and for the mutual promises contained herein and for other good and valuable consideration, the parties hereby declare, grant, convey, and agree as follows:

1. Driveway Easement.

(a) The parties hereby establish and grant the following non-exclusive perpetual driveway (the "Access Easement") to provide unobstructed vehicular and pedestrian ingress and egress upon and as to each of the Parcels which shall benefit and burden each Parcel respectively, and all such easements, covenants, rights, benefits, obligations and liabilities created in this Easement shall be deemed covenants and easements running with and binding upon the land as appurtenances to the dominant estates. The estate of the fee and Easement created herein shall not be merged by reason of the same person or entity acquiring, owning or holding title to both.

(b) The Access Easement shall be kept open and unobstructed at all times, and nothing shall allow any Party, or invitee thereof (collectively the "Permittees") any right to work on or otherwise obstruct access within the Easement Area.

(c) The Access Easement shall be for the benefit of Parcel A and Parcel B. This Document is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect or be of benefit to any real property outside of the aforesaid Parcels.

2. Construction, Maintenance and Repair.

(a) Unless otherwise agreed between the Parties, the owner of Parcel A is designated to have the responsibility to arrange for the improvements within the Easement Area to be maintained, repaired and replaced, all so as to keep such areas at all times in a safe, sightly, good and functional condition including without limitation the following: snow and ice removal; repave the surface of the driveway from time to time as and when necessary so as to provide for the orderly flow of vehicles. The owner of Parcel A shall be responsible for 50%, and the owner of Parcel B shall be responsible for 50% of all costs and expenses incurred by the owner of Parcel A in connection with the repair, replacement, and maintenance of improvements within the Easement Area (collectively, the "Maintenance"), which costs shall be paid to the Owner of Parcel A within 30 days following presentation of an invoice for same.

(b) All work done in connection with the installation, maintenance or repair of any improvements, shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of the Easement Area by any person or entity having a right to use the easements.

(c) The parties hereby grant and establish temporary easements for the installation of improvements and for incidental encroachments upon the Parcels which may occur as a result of any construction work performed in the development, repair or maintenance of the Parcels, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained protecting the Party of the Parcel on which work is being performed from the risks involved.

(d) Said easement shall not be used for ingress and egress for any adjoining property not described herein and both parties agree to enforce this clause.

3. **Default.**

(a) In the event that any Party fails to perform any provision in accordance with the requirements set forth herein, or provide insurance as required herein, or fail to pay or to perform any other obligation set forth within thirty (30) days following written notice thereof, the remaining Party shall have the right, but not the obligation, to enter upon such other Parcel and perform said maintenance, repair or replacement and acquire said insurance, make payment or perform such obligation for the account of the non performing party (the "Defaulting Party").

(b) This Easement may be enforced by the Parties or the successors and assigns thereof against any person or entity having obligations hereunder. The non-defaulting Party of a Parcel shall be entitled forthwith to full and adequate relief by injunction and/or all such other legal and equitable remedies for the consequences of such breach. If any party or person benefited hereby, institutes any litigation to enforce any of the terms, covenants, conditions, easements and set out in the Easement, the prevailing party in such litigation shall be entitled to collect court costs and reasonable attorneys' fees from the non-prevailing party.

4. **Insurance.** Each Party shall obtain and maintain during the term of this general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the other Party as additional insureds on a primary and noncontributing basis. All insurance required by this agreement shall contain a provision that coverage may not be

canceled or materially changed in the scope or amount of coverage unless thirty (30) days advance written notice is given to the additional insured at their address as set forth above or such other address as the additional insured shall specify.

5. **Notices.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) at their addresses as set forth above, or such other address or such additional recipient as any party may have furnished to the others in writing in accordance herewith. All notices shall only be effective upon receipt.

6. **Modifications: Cancellation.** This Easement may be amended, modified or terminated (in whole or in part) from time to time by written documents executed and acknowledged by all Parties and duly recorded in the Office of the Recorder in Madison County, Illinois.

7. **Binding.** This Easement shall be binding upon and inure to the benefit of the Parties and Permittees of the Parcels, and their respective personal or legal representatives, successors and assigns.

8. **Governing Law.** This Easement shall be governed by the laws of the State of Illinois.

9. **Severability.** If any term or provision of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

Signature

Date

Printed Name

Signature

Date

Printed Name

STATE OF ILLINOIS)
) ss.
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____,
201____.

Notary Public

Prepared by:
The Gori Law Office, P.C.
600 Country Club View, Suite 2
Edwardsville, IL 62025