

## COVENANTS AND RESTRICTIONS

### FOR AUTUMN GLEN SUBDIVISION

#### REVISION - NOVEMBER 1998

KNOW ALL MEN BY THESE PRESENTS, That whereas, Autumn Glen Partnership, an Illinois partnership, is the owner of the following described real estate, to wit:

Lots Numbered 1 through 48, inclusive, all in Autumn Glen, a Subdivision in the Southeast Quarter of Section 27, Township 4 North, Range 8 West of the Third Principal Meridian, Village of Glen Carbon, Madison County, Illinois, hereinafter called the "Subdivision",

NOW, THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the Covenants, Conditions, and Restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said real estate, the undersigned do hereby stipulate, agree and declare that they, their heirs, executors, administrators, successors and assigns, do hereby subject and bind the aforesaid real estate to the following covenants, conditions and restrictions, and do hold each and every Lot above described, or portion thereof, for use and sale, subject to the following covenants, conditions and restrictions, and do declare that no Lot or Lots above described, or portion thereof, shall be sold, used or conveyed by them, their heirs, executors, administrators, successors or assigns, except subject to the following covenants, conditions and restrictions, whether expressly stated in the deed of conveyance or not, to wit:

1. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS. These Covenants and Restrictions are to run with the land and shall be binding on all parties, and all parties and all persons claiming under them, until December 31, 2007, at which time said Covenants and Restrictions shall be automatically be extended for successive period of 10 years, unless by a vote of all of the owners of at least 51% of the lots, it is agreed to change said Covenants and Restrictions in whole or in part. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to December 31, 2007, or thereafter, by approving vote of all of the owners of at least 67% of the Lots, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners Association, in the Recorder's Office of Madison County, Illinois. If the parties hereto, or any of them, or their heirs, successors, personal representatives or assigns shall violate or attempt to violate any of the Covenants and Restrictions herein, it shall be lawful, and power of authority is hereby given, to any other person or persons owning any of the above described real property, or for the Homeowners Association, without further authority or direction, to enforce, or to prosecute any proceedings at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs and attorneys' fees incurred in such proceedings. Invalidation of any one of these Covenants or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
2. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, not to exceed two stories in height, excluding the basement, plus an attached garage.