

**FIRST AMENDMENT TO
COVENANTS AND RESTRICTIONS
FOR SOMERSET PLACE PHASE FOUR**

Abstracts & Titles, Inc.
205 N. Second St.
Edwardsville, IL 62025

**EXCLUDING
LOTS# 83, 84, 85, 86, 87, 124, 125, 126
IN SOMERSET PLACE PHASE FOUR**

23.00

ACC.

KNOW ALL MEN BY THESE PRESENTS, That Whereas, Genesis Development Group, LLC, an Illinois limited liability company, and JAK Properties, LLC, an Illinois limited liability company, is the owner of the following described real estate, to-wit:

Lots 83 thru 129 excluding Lot # 84, & 126 Somerset Place Phase 4, a subdivision being part of the South Half of Section 28, Township 4 North, Range 8 West of the Third Principal Meridian according to the plat thereof recorded in Plat Cabinet 63 Page 265 and identified as document number 2004R39112 in Madison County, Illinois, Recorder's records.

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 successors and assigns, do hereby amend and modify those covenants and restrictions known as Restrictive Covenants for Somerset Place recorded as document number 2005R02528 in the Recorder's Office of Madison County, Illinois, and 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, where are hereby made a part of the plat of said "Somerset Place"; to-wit:

1. 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 a three (3) car attached garage.

All residential buildings, in addition to any requirements made by the Architectural Control Authority shall, unless expressly waived in writing by the Architectural Control Authority, include the following:

1. Good quality construction, with new materials;
2. No tin, paper, tar or similar materials may be used on exterior of building;
3. No A-frame, modular, mobile, log homes or underground homes are allowed;

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4. No one-story dwelling shall be permitted, on any lot, which does not meet the minimum square footage requirements outlined below, excluding garages, any space below ground level, and open porches and balconies; no one-and-one half story or two story dwelling shall be permitted, on any Lot which does not meet the minimum square footage requirements outlined below, (any clerestory square footage may be counted as both first- floor and second- floor space). The character and design of all garages (attached or detached) must conform to the character and design of the dwelling structure and as with the dwelling structure are subject to approval of the Architectural Control Authority.

Dwelling Size Requirements

Lots #	Ranch	1-1/2 & 2 Story	Minimum 1 st Floor Sq. Ft.
121-123	2000	2400	1200
88-94	2000	2400	1200
95-120	2100	2600	1300
127-129	2100	2600	1300

5. All front exterior walls and 50% of the remaining exterior walls on all homes and garages shall be brick, brick veneer or if stone is used, the stone type and configuration as approved by the Architectural Control Authority, except that areas immediately above porches and cantilevers may consist of another type of building material as approved by the Architectural Control Authority;

6. Exterior walls not required or elected to be brick, brick veneer or stone, may be natural wood siding, premium vinyl siding of 0.42 to 0.44 or better; NO DOUBLE 4 VINYL SIDING ALLOWED. Any other surface may be approved by the Architectural Control Authority.

7. All exterior lighting must be approved by the Architectural Control Authority, but in no event may it become a visual nuisance to an adjoining or nearby lot owner;

8. All roofs shall be 6-12 pitch minimum and shall be covered with architectural grade shingles or better with color, grade and kind of shingle to be approved by the Architectural Control Authority when the residence and garage are built and prior to any replacement or repair unless replacement or repair are identical to the original;

9. No retail business or any kind is permitted in the Subdivision, nor any other business except home offices not open to the public that are permitted under the ordinances of the VILLAGE OF GLEN CARBON, Illinois;

10. Garden plots (fruits and vegetables as distinguished from flowers and shrubs) shall be allowed only in the rear yard of any lot, not to exceed 100 square feet, not along any street, and shall be located at least 20 feet from any lot line;

11. No recreational apparatus, portable or stationary, will be permitted in any front yard, or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, basketball courts, playground equipment or similar devices shall not be located at any point toward the lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. No aboveground pools will be permitted. The Architectural Control Authority shall have absolute discretion to decide what is a front or side yard, and to approve or disapprove of any recreational construction or apparatus pursuant to these Restrictive Covenants.

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12. Each lot owner shall comply strictly with the setback and building lines shown on the Plat of this Subdivision.

13. Each residence must include, of a kind and in a location, an "address stone", yard post light and mailbox, in accordance with the specification of the Architectural Control Authority.

2. BUILDING LINES

No building shall be erected or placed on any residential lot or lots, or part of lots, in said subdivision nearer to the drives, avenues, roads, lanes, streets, courts, or any other public thoroughfare, than the building setback distances as may be in force under the laws and ordinances of THE VILLAGE OF GLEN CARBON, Illinois, at the time of construction. The owner of all or any portion of the property shall have the right to petition for variances or pursue and other procedure permitted by the laws and ordinances of THE VILLAGE OF GLEN CARBON, Illinois, to change the application of such laws and ordinances to their lot on the Property and nothing in these Restrictive Covenants shall limit or restrict such rights.

3. CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY

During the construction, maintenance or refurbishment of any dwelling house or lot, any littering or damage to the public and private roadways and easements in the Subdivision, and any cleanup of them, shall be the responsibility of the owner of any lot upon which such work is being performed.

Each property owner shall be responsible for mowing and landscape maintenance of such owner's lot up to the property line of such lot, and up to the street curb or curbs, such that the lot will always present a neat and attractive appearance.

To benefit the homeowners and all users of the Subdivision, and to add to the aesthetics of the Subdivision, all sidewalk (public and private) constructed within the Subdivision shall be constructed and maintained in accordance with THE VILLAGE OF GLEN CARBON'S then current subdivision control ordinance by and at the cost of the homeowner. This obligation shall exist whether the sidewalk is constructed on private property, on the road right-of-way, or partially on each. In the event the homeowner fails to repair or maintain the sidewalks as herein provided, the Village may, make said repairs and charge the cost thereof to the homeowner, and/or as a lien upon the real estate where said repairs were made. THE VILLAGE OF GLEN CARBON shall have the power and authority to maintain an action to foreclose upon said lien.

The burning of any material outside of any dwelling shall be prohibited, except the burning of leaves in conformity with the Statutes of Illinois and Ordinances of THE VILLAGE OF GLEN CARBON.

All sites shall have a finish grade that will allow the natural flow of surface drainage water 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 and adjoining property or public right-of-way. Grading shall be sloped and tapered at the side and rear lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls.

4. EASEMENTS

All easements, as shown on the plat, shall be, and the same are hereby set aside and reserved for poles, wires, water and gas mains, sewer and other subdivision essentials and facilities. No building or structure, retaining wall, not other interfering obstruction, may be erected, constructed or maintained, within, on, or over any easement as shown on the plat, or which may hereafter be established, without the approval of the utility companies which may be using said easement for their facilities, underground cable, etc. It is expressly declared and provided, however, that the owner of the land comprising this subdivision at the time of its recording, reserves and retains for itself so long as it remains the owner of any one of more of the lots of any phase of the subdivision, the right and privilege to eliminate any one of more of the easements of any part or parts thereof, but there shall be at the time provided (for each lot affected thereby and for the building or structure which may then or thereafter be erected

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thereon) subdivision essentials and facilities similar to and as adequate as those eliminated, and there shall also be established such additional easements, if any, as may thereby be made necessary. Such elimination or establishment of any easement or easements or part or parts thereof, shall become effective upon the execution by the said owner of any instrument appropriate thereto, which shall be duly acknowledged and recorded in the Madison County Recorder's office. All future owners of said lots shall properly care for the appearance of and keep free from unsightly accumulations, weeds, debris and other waste matter, the easement or easements lying within the lots owned by them respectively, and any failure to comply with this provision shall constitute a nuisance within the meaning of this Indenture.

5. ASSESSMENTS

Annual and special assessments may be established or levied against each lot and its owners for maintenance of street(s) and entrance landscaping, Subdivision fence, berms, drainage and entrance improvements, or any other amenities or common areas in the Subdivision for the use of the lot owners, and for any other duties, powers, and responsibilities of the Developer, Homeowners, Association or Architectural Control Authority established by these Covenants and Restrictions, or as established by the Developer or Homeowners Association. Annual assessments shall be established by the Developer or a majority vote of the members of the Homeowners Association, each lot having one vote to be cast in the aggregate or in the fractions as agreed by and between the owners after January 1 of each calendar year. The amount of each such assessment shall be established by reference to the bills for the year past and unless approved by the Developer or a two-thirds majority vote of the Homeowners Association shall not exceed \$100.00 per year. The amount of the assessment shall be allocated between the owners of those lots that have been sold by the Developer and apportioned equally between them. Special assessments shall be established as determined by the Developer or Homeowners Association.

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 filing of a notice thereof in the Recorder's Office of Madison County, Illinois. Any purchaser, lender, or title company shall have the right to rely upon any statement or assurance by any officer of the Developer or Homeowners Association, of the amount of and payment status of any such assessment or lien. The lien for dues and assessments created hereby shall be subordinate to the lien of any mortgage or trust deed recorded by the owner of the lot or lots, except for dues and assessments becoming due after such time as the lender or holder of said mortgage shall become the owner of said lot or lots.

The Developer or the Homeowners Association shall have the right to set, levy and collect dues as provided above, and in furtherance of said authority it shall have the authority to engage collection agencies and /or attorneys for the purpose of collecting any amount that is more than thirty (30) days past due. In the event collection by agency or attorney is initiated, the lot owner who is delinquent in payment shall be liable and responsible for all attorney's fees, costs and expense with expenses to include an agency costs or fees. Attorney's fees may, at the discretion of the developer or Homeowners Association, be fixed in amount, hourly or contingent.

6. HOMEOWNERS ASSOCIATION

After 75% of the total Lots in the Subdivision (including all 4 phases of Somerset Place, more specifically Lots 1 through 129 excluding Lot 126, have been sold by the undersigned, or after ten (10) years from date of first occupancy permit, whichever precedes the other, the "Somerset Place Homeowners Association" shall be established as a not-for-profit corporation, herein called the "Homeowners Association" which shall be vested with all powers, duties, and responsibilities of that Homeowners Association set out in these Restrictive Covenants including the power of assessment and as provided by law; the title to all commons, amenities, landscaping, Subdivision fences, entrance improvements, easements and subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association. The Homeowners Association will assume responsibility for the maintenance of all common grounds and properties at such time. *The developer will convey all common areas and green space areas to the Homeowners association 90 days from the date that the Homeowner Associations Corporation is established.* Failure of the Homeowners Association to maintain the commons area for a period of 30 days after receiving written notice from the Village of Glen Carbon in writing, THE VILLAGE OF GLEN CARBON shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowners Association, or both. The owners of each Lot shall collectively own one share in the Homeowners

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Association. The Homeowners Association shall from time to time adopt By-laws for its constitution, operation and deliberations. It shall be the duty of the Homeowners Association to enforce these Restrictive Covenants, majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order and hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the By-laws adopted by the Homeowners Association.

The rights of the Homeowners Association shall be exercised by the Developer until such time as the Homeowners Association is established, as set forth above.

7. NUISANCE

No noxious or offensive trade or activity shall be carried on upon any lot in the subdivision, nor shall anything be done thereon, which may be or become an annoyance or a nuisance to the neighborhood of the subdivision. All coal and other minerals underlying the lots and streets in this subdivision are reserved by the owner; quarrying or open pit mining operations of any kind, or mining shaft, shall not be permitted upon any of the lots in this subdivision. There shall be no business (retail or wholesale) located or conducted on any residential lot or within the subdivision engaged in the following businesses: Sale of intoxicating liquors; oil refining; quarrying or open pit mining operations of any kind; automobile repairing garage; scrap iron or junk yard; tourist cabins; trailer camp; raising of swine, cattle, poultry, or the like; slaughter house; rendering works; grocery store; confectionery; general merchandise store; tavern; saloon; night club; public eating place; public entertainment; manufacturing of fertilizer or livestock food; coal yard; new or used car sale lots; funeral parlor, undertaking establishment; hospital or office for the care or treatment of human beings or animals; dog kennels; or the like. Any business not heretofore mentioned in this paragraph will not be permitted without the written consent of the original subdivider of this plat or its assignee. No trailer, mobile home, modular home, basement, tent, shack, garage or other 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.

8. SIGN

No sign of any kind shall be displayed to the public eye on any lot except on a sign of not more than five (5) square feet advertising the property for sale or rent; or one (1) sign not more than twelve (12) inches square notifying of a security system or signs used by a builder to advertise the property during construction and sale period. Nothing in this restriction shall be constructed to prohibit GENESIS DEVELOPMENT GROUP or its assignee from erecting any sign or signs advertising the sale of lots and /or buildings, signs, advertising the name of the contractor or subcontractor of the building on the lot, or signs of warning of safety hazard. Additionally, professionally prepared signs of not more than one (1) square foot that give notice of neighborhood watch program participation may be erected with the subject lot owner's permission.

9. SOD, GRASS AND LANDSCAPING REQUIREMENTS

Prior to initial occupancy of dwelling, the front yard area, including the boulevard and the side yard areas to the rear wall of the dwelling unit will be landscaped with grass sod. The balance of the yard shall be seed and straw, or grass sod. If weather conditions prevent the laying of sod, then within 90 days of initial occupancy, the yard must be sodden as per above. Landscaping shall be completed within 90 days (or as soon as weather permits) of substantial completion of the dwelling house.

10. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) dogs, two (2) cats or other domestic household pets may be kept inside as house pets, provided that they are not kept, bred, or maintained for and commercial purpose. No Pets of any type shall be permitted outside the dwelling, in exterior kennels or houses.

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11. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash must be kept in covered sanitary containers, provided that the contents of such trash containers are picked up or otherwise removed from the property no less than every few weeks. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and kept as inconspicuously as possible, except on regular trash pick-up days.

12. PARKING OF VEHICLES

No on street parking, other than temporary parking to periods of less than four (4) hours, is allowed for any vehicle, boat, trailer or other vehicle. Any exterior parking of operable automobiles, on other than a temporary basis as provided above in reference to streets, will be allowed only upon prior written approval of the Architectural Control Authority.

No boats, trailers, recreational vehicles, commercial vehicles, or trucks of one (1) ton or greater shall be parked on driveways, or yards of any lot in the subdivision, except for the period required for loading, unloading, or servicing such vehicles, such time not to exceed twenty-four (24) consecutive hours. At all other times such boats, trailers, recreational vehicles, or trucks of one (1) ton or greater capacity shall be parked only in a completely enclosed garage. Abandoned or junk vehicles of any type, or parts of vehicles, shall not be permitted on any lot at any time. Any vehicle that is not capable of being driven or is not properly registered with a state shall be presumed to be a junk vehicle.

No mechanical work or vehicle maintenance (excluding cleaning and including painting) will be performed on any lot, residence, garage or driveway located thereon.

13. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be stored on any lot, either temporarily or permanently. No person may dwell in any residence or structure unless an occupancy permit has been obtained from THE VILLAGE OF GLEN CARBON. The provisions of the paragraph shall not apply to temporary construction shelters, trailers or facilities maintained during and used exclusively in connection with the construction of any work or improvement on the property by the Architectural Control Authority.

14. OUTBUILDINGS

Outbuilding may not be constructed unless approved by the Architectural Control Authority.

At no time will a doghouse or dog run be erected on any lot.

Swimming pools may be erected on any lot with the restriction that it be in-ground and located in the backyard. No aboveground pools are permitted.

No clothes lines (temporary or permanent) shall be erected on any lot.

Basketball goals may be erected on any lot provided that they are located in the side yards or backyard. Basketball goals may not be closer to the street than the front corner of the house closest the side yard.

Mailboxes shall be limited to the style, quality and color as provided by the Architectural Control Committee.

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15. ANTENNAS

No antennas or satellite dishes (greater than 18" in diameter) for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors within view of neighboring lots of the subdivision or the streets in the subdivision, whether attached to a building or structure, free standing or otherwise. Satellite dishes with a diameter of 18" or less shall be erected on the rear of the house or backyard and must not be visible from the street fronting the house.

16. FENCES

No fence or wall shall be erected or placed in any front or side yard not shall any fence or wall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line established by THE VILLAGE OF GLEN CARBON, Illinois. On lots with two (2) sides abutting a street, a fence placed on the side yard abutting one (1) or more city streets shall be set back a minimum of twenty-five feet (25') from the street. Should any fence be constructed on any lot in the subdivision shall be made only of ornamental aluminum shall not exceed five feet (5') in height above ground. All fences shall be black. Other types of fencing will be allowed, within the subdivision for the protection or marketing of the contractor's property or those granted approval by the Architectural Control Authority. A fence shall be defined as a structure intended to prevent intrusion or escape or to mark a boundary and shall include garbage enclosures.

17. DRIVEWAYS

All driveway and paved areas shall be provided by the owner of each lot, suitable for the parking of at least four (4) automobiles, which area shall include the interior space of the garage and a maximum of 750 square feet, exclusive of the driveway, of additional space.

All driveways, turn-arounds, and paved areas shall be paved with concrete pavement having a minimum thickness of 4" or brick as approved by the Architectural Control Authority.

18. ARCHITECTURAL CONTROL

No buildings shall be erected, placed, or altered (including exterior color changes) on any lot in the subdivision until the construction plans, front, side and rear elevations, specifications, lighting plans for the exterior, landscaping plans, and colors, and a plan showing the location of the structure have been approved by the Architectural Control Authority. The Architectural Control Authority shall have sole and exclusive authority with respect to quality of workmanship and materials, harmony of external design with existing structures or planned structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Authority shall have the right to request and the authority to approve any other or additional matters related to appearance, construction, or quality as it may in its sole and exclusive discretion determine. The Architectural Control Authority shall render a decision approval or disapproval of building plans within seven (7) days from the date it has received all the materials needed to make decision.

Under no circumstances shall the Architectural Control Committee be liable for any claims or causes of action asserted against it.

19. ARCHITECTURAL CONTROL AUTHORITY

The Architectural Control Authority shall be GENESIS DEVELOPMENT GROUP, an Illinois limited liability corporation, until such time that GENESIS DEVELOPMENT GROUP resigns by giving notice of such resignation in writing to the Somerset Place Subdivision Association or by publishing such notice of resignation one time in a newspaper or general circulation in the area of THE VILLAGE OF GLEN CARBON, Illinois GENESIS DEVELOPMENT GROUP, may in its sole and exclusive discretion remain the Architectural Control Authority until such time as GENESIS DEVELOPMENT GROUP, divests itself of all ownership in any Property located in the(4) planned phases of the Somerset Place Subdivision, as well as any additional phases that may be added to such development at the direction of GENESIS DEVELOPMENT GROUP. At the time GENESIS DEVELOPMENT

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GROUP, resigns or ceases to act, according to the terms hereof, as the Architectural Control Authority, the Homeowners Association for the Somerset Place Subdivision shall have the authority to appoint a person or persons as the successor Architectural Control Authority.

Developer retains control until such time that the last lot is sold, unless in its sole discretion it determines that it wishes to turn over its authority to the Homeowners Association at a sooner date.

20. RESUBDIVISION

No lot shown on the plat shall be resubdivided, nor shall any improvement be placed upon a partial lot, without the prior written approval of the Architectural Control Authority.

21. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS

These Covenants and Restrictions may not be amended or modified at any time without presenting the issue to the Planning and Zoning Commission, or its successors, and receiving the approval of the Board of Trustees of the VILLAGE OF GLEN CARBON.

After the original Covenants and Restrictions (and thereafter any rescission or amendments thereto) have been recorded with the Office of Recorder, Madison County, Illinois, the Developer or Homeowner's Association, as the case may be, shall provide a properly recorded copy of same to the VILLAGE OF GLEN CARBON.

22. FAILURE TO COMPLY WITH, ENFORCEABILITY AND VALIDITY

Each and every Grantee, by accepting any conveyance of, or interest in, any of the lots of the Property, or any part or parts thereof, thereby binds himself, herself or itself (as the case may be), and all the heirs, assigns, successors and legal representatives of each and every Grantee to the observance thereof, or failure of compliance therewith, be not cured or corrected within ten (10) days after notice thereof has been mailed or delivered by any one or more of the owners of said lots, or any part of parts thereof, to institute and prosecute any proceeding at law or in equity against any and all parties involved in such violation or failure of observance, or failure of compliance, as aforesaid, including the owner or owners of the involved lot or lots, or any part or parts thereof. It is hereby expressly declared and provided, however, that the maker of this Indenture, or the owners of the land comprising this subdivision at the time of its recording, shall not, under any circumstances, be held responsible or liable for the enforcement of the restrictions and provisions of this Indenture against any person or persons who may hereafter own or control any one or more of said lots of the Property, or any part or parts thereof, which the maker of this Indenture shall not at the time own and fully control. Enforcement shall be by proceedings at law or in equity by any lot owner of the Property against any person or persons violating or attempting to violate any covenant either to restrain violation and/or to recover damages and the prevailing party shall be reimbursed for all reasonable attorney fees and court costs by the non-prevailing party. Due to the difficulty in establishing accrual damages, minimum damages shall be fifty dollars (\$50.00) per day per violation that exists beyond date of written notice.

23. SEVERABILITY

In any case one or more of the restrictions and provisions of this Indenture shall prove to be unenforceable, the validity or binding effect of the other restrictions and provisions of this Indenture shall in no way be affected thereby, but they shall, nevertheless, remain in force and effect.

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24. TERM OF RESTRICTIONS

These restrictions shall run with the land and bind the Property and be effective for a period of twenty (20) years from the recording date hereof and shall be automatically renewed for successive ten (10) year periods thereafter unless by written instrument signed by the maker of this Indenture or by not less than two-thirds (2/3) of the then owners of lots in said subdivision terminate, amend or alter said restrictions or a portion thereof.

IN WITNESS WHEREOF, GENESIS DEVELOPMENT GROUP has caused its corporate name to be subscribed by its President and its duly attested corporate seal to be hereunto affixed by its Secretary this 25th day of June, 2005.

GENESIS DEVELOPMENT GROUP

[Signature]
Kathleen F. Long, Member

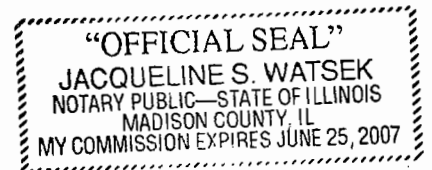
STATE OF ILLINOIS

COUNTY OF MADISON

I, a Notary Public in and for Madison County, Illinois, do hereby certify that Kathleen F. Long and, personally known to me to be a Member of GENESIS DEVELOPMENT GROUP whose names are subscribed to the foregoing instrument as said Members, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act of said corporation for the uses and purposes therein set forth; and the Member did also then and there acknowledge that he, as custodian of the corporate seal of said limited liability corporation by authority of the Members of said limited liability corporation, did affix said seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of June, 2005.

[Signature]
Jacqueline S. Watsek
Notary Public



VILLAGE OF GLEN CARBON
By: [Signature]
Mayor

Date: June 28, 2005

Attest: [Signature]
Village Clerk

Date: 6/28/05

Return to:
Prepared By:
Genesis Development Group,
24 Ginger Creek Parkway