

5
2002R37608

07-19-2002 9:02 AM

SANGAMON COUNTY
ILLINOIS

23.00
5 PATTY

MARY ANN LAMM
SANGAMON COUNTY RECORDER

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR COBBLESTONE ESTATES SUBDIVISION
TWENTY THIRD ADDITION**

WHEREAS Cobblestone Development Company, a joint venture, is the owner of Lots 366 through 387 inclusive in Cobblestone Estates Subdivision Twenty Third Addition, a subdivision of the following described property:

(See attached Exhibit "A" for legal description)

as set forth in the plat recorded in the office of the Recorder of Deeds, Sangamon County, Illinois on the 19th day of July, 2002 as Document No. 2002 R 37608 and

WHEREAS Cobblestone Development Company wishes to submit the property described in Exhibit "A" comprising Cobblestone Estates Subdivision Twenty Third Addition to the provisions of the Declaration of Easements, Covenants and Restrictions for Cobblestone Estates Subdivision First Addition, which declaration was recorded October 21, 1993 as Document No. 93-46127 in the office of the Recorder of Deeds, Sangamon County, Illinois;

NOW, THEREFORE, Cobblestone Development Company, a joint venture, does hereby declare as follows:

1. That the property described in Exhibit "A" comprising Cobblestone Estates Subdivision Twenty Third Addition, Lot 366 through 387 inclusive, is hereby declared to be subject to the terms, covenants, conditions and restrictions of the Declaration of Easement, Covenants and Restrictions for Cobblestone Estates Subdivision First Addition recorded in the office of Recorder of Deeds, Sangamon County, Illinois on October 21, 1993 as Document No. 93-46127.
2. That pursuant to the power to amend the covenants and restrictions contained in paragraph 33.D, the Developer hereby substitutes the following amended paragraph 30:

30. REMEDIES FOR VIOLATION

In the event of a violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions or to prevent the breach or violations of them. The Homeowners Association and the Developer shall, in addition, have the right to be compensated for actual expenses incurred as a result of any proceeding brought to enforce these restrictions or to remedy a breach or violation thereof, including reasonable attorneys' fees.

3. Paragraph 1.C of the covenants and restrictions is hereby amended only with respect to the following provisions:

1.C The following minimum requirements shall apply to all residential improvements within this subdivision:

- (1) The minimum floor area of a single level dwelling unit shall be 1,800 square feet, exclusive of basement area, if any.
- (2) The minimum floor area of a two level dwelling unit shall be 2,000 square feet, exclusive of basement area, if any.
- (3) The minimum floor area for any duplex dwelling unit shall be 1,200 square feet and the minimum floor area for both dwelling units shall total at least 2,600 square feet.
- (4) The minimum side yard dimensions shall be those set forth in applicable zoning ordinances and as established on each individual site by the Architectural Control Committee which shall have the authority to required site plans requiring side yards not less than fifteen (15) feet total between two adjacent dwelling units.
- (5) The front yard, including the boulevard and the side yard area to the back building line of the dwelling unit will be landscaped with grass sod.
- (6) All driveways from the public streets to the garages of the dwelling units will be portland cement concrete, exposed aggregate or cobblestone pattern in concrete.
- (7) All dwelling units shall have attached garages.
- (8) House construction plans or dwelling units must be approved by the Architectural Control Committee prior to commencement of construction.
- (9) Mailboxes will conform to subdivider's standard.
- (10) The roof shall have a minimum slope of six (6) vertical feet for each twelve (12) horizontal feet.

000041

4. The owner or owners of any individual duplex dwelling unit shall be entitled to one vote with respect to Homeowners Association matters except that if both units of a duplex shall be under single ownership, then the owner or owners shall be entitled to one vote.

5. Except where specifically amended by this document, paragraph 1.C and the remainder of the Declaration of Easements, Covenants and Restrictions for Cobblestone Estates Subdivision First Addition referred to above shall apply in full to Cobblestone Estates Subdivision Twenty Third Addition as described herein. The Developer, at any time, retains the right to amend these covenants and restrictions to resolve any ambiguity, conflict, scrivener's error or similar reformation of this instrument without the consent of any owner of property within Cobblestone Estates Subdivision, all plats. Such amendment shall be effective upon recording said corrective document with the office of Recorder of Deeds, Sangamon County, Illinois and shall be binding on the owners of lots or parcels in Cobblestone Estates Subdivision, all plats.

5. This document is executed by Joseph G. Albers and Thomas A. Giacomini as authorized representatives of the Cobblestone Development Company joint venture, pursuant to authority granted to them under section 5 of the Joint Venture Agreement creating Cobblestone Development Company dated the 8th of January, 1993.

COBBLESTONE DEVELOPMENT COMPANY

By: Joseph G. Albers
Joseph G. Albers,
Authorized Signatory

By: Thomas A. Giacomini
Thomas A. Giacomini,
Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Janice C. Ramsey, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JOSEPH G. ALBERS, Personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of July, 2001.

Janice C. Ramsey
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Janice C. Ramsey, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JOSEPH G. ALBERS, Personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of July, 2001.

Janice C. Ramsey
Notary Public

Prepared by and Return to:
Cobblestone Development Co.
P.O. Box 7376
Springfield, IL. 62791
(217) 793-2244

000043

Exhibit "A"

LEGAL DESCRIPTION

Part of the Southeast Quarter of Section 11, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois described as follows: From the Center of said Section 11, thence S.00°08'18"E., on the West line of the Southeast Quarter of said Section 11, 1,269.80 feet to the Northwest corner of Cobblestone Estates Fourth Addition; thence N.89°51'42"E., on the North line of Cobblestone Estates Fourth Addition, 1,534.90 feet to the Point of Beginning; thence N.89°51'42"E., 505.04 feet; thence N.00°05'13"W., 680.00 feet to a point on the South line of Cobblestone Estates Sixteenth Addition; thence S.89°51'42"W., on said South line 630.75 feet to a point on a curve concave to the Northeast having a radius of 3,710.00 feet; thence Southwesterly on said curve a chord bearing of S.10°38'16"E., a chord distance of 426.37 feet to the end of said curve; thence S.13°55'57"E., 61.16 feet to a point on another curve concave to the Southwest having a radius of 1,290.00 feet; thence Southeasterly on said curve a chord bearing of S.09°23'46"E., a chord distance of 204.03 feet to the Point of Beginning, containing 8.88 acres, more or less.

000044