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SANGAMON COUNTY
ILLINOIS

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Mary Ann Sammel
RECORDER

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

WHEREAS, Cobblestone Development Company, a joint venture, is the owner of Lots 1 through 16 inclusive in Cobblestone Estates Subdivision Fourth 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 18th day of AUGUST, 1998, as Document No. 95-27447; and

WHEREAS, said property is contemplated to be a business and commercial development integrated with the Cobblestone Estates Subdivision; and

WHEREAS, Cobblestone Development Company wishes to integrate said property into the Cobblestone Estates Addition with Covenants and Restrictions granting the owners membership in the Cobblestone Estates Homeowners Association consistent with the commercial nature and development of their property.

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

1. These Covenants and Restrictions shall apply to Cobblestone Estates Subdivision Fourth Addition, Lots 1 through 16, and shall run with the land and be binding upon all parties and all persons claiming under them for a period of 35 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument rescinding or modifying these covenants signed by more than 75% of the then record owners of the building sites delineated in this Fourth Addition shall record an instrument modifying or rescinding these covenants with the Recorder of Deeds of Sangamon County, Illinois. No such modification shall affect

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rights or duties with respect to the Cobblestone Estates Homeowners Association unless signed by 75% of then record owners of all building sites in all plats of Cobblestone Estates Subdivision.

2. HOMEOWNERS ASSOCIATION MEMBERSHIP, DUTIES, AND VOTING.

The property subject to this plat is described as additional property under the Declaration of Covenants, Easements and Restrictions for Cobblestone Estates Subdivision First Addition, recorded October 21, 1993, as Document No. 93-46127 in the Office of the Recorder of Deeds of Sangamon County, Illinois. As provided it shall not be subject to the Covenants and Restrictions for Cobblestone Estates Subdivision First Addition, except as specifically provided herein. The owner of each lot or parcel described herein shall, however, be a member of the Cobblestone Estates Homeowners Association, and any drainage facilities, easements, subdivision fences, berms, landscaping, entrance improvements and subdivision signs, public areas and other appurtenances located upon property described in this plat shall be maintained at the expense of the Cobblestone Estates Homeowners Association.

Each separate lot within the real estate described in Exhibit "A" shall have the number of votes in the Cobblestone Estates Homeowners Association designated in Exhibit "B". In the event that the lot is subdivided, the vote shall be apportioned between the subdivided parts in proportion to their ownership of the entire lot rounded to the nearest whole number. The total votes of any subdivided lot shall not exceed the number of votes of the original lot. Each lot shall be assessed as is each other lot or parcel within Cobblestone Estates Subdivision for its proportionate share of the maintenance costs of the drainage facilities, easements, subdivision fences, berms, landscaping, entrance improvements and subdivision signs, public areas and other appurtenances located within the areas maintained by the Cobblestone Estates Homeowners Association. Each lot within the area described in Exhibit "A" shall be assessed for maintenance costs at a rate equal to the number of votes it shall have in the Homeowners Association, i.e., a lot designated in Exhibit "B" as having three votes shall pay three times the individual proportionate share of maintenance costs assessed to each lot in the subdivision with respect to the items set forth in this paragraph.

3. LAND USE. The property described in Exhibit "A" shall be for commercial use and any use allowed or permitted by the zoning ordinance of the City of Springfield for the zoning classification under which the property described in Exhibit "A" shall be classified.

Nothing in these covenants shall be construed to prohibit any property owner from seeking rezoning under the zoning ordinance of the City of Springfield and from using such rezoned property for any

use permitted under the zoning ordinance of the City of Springfield.

In the event of a conflict between the covenants and restrictions set forth herein and the zoning ordinance of the City of Springfield, the more restrictive requirements shall apply.

4. PLANS AND SPECIFICATIONS. An architectural control committee is hereby established which shall be comprised of the same members of the architectural control committee for the previous plats filed within Cobblestone Estates Subdivision (hereinafter referred to as the "Architectural Committee"). 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 or 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.

The Architectural Committee shall have absolute discretion in the approval of any structure in the subdivision pursuant to these covenants and restrictions. The Architectural Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to and during the construction of any structure, and in discharging their duties hereunder, to enter upon any lot in the subdivision and will not be deemed to be trespassers thereby, and may enter into contracts and employ agents, servants and counsel as they deem necessary in the performance of their duties. 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.

5. BUILDING SIZE, LOCATION AND MISCELLANEOUS. Height, size, location, sign restrictions, bulk requirements, yard requirements and other requirements in connection with the construction of improvements on any lot or parcel within this subdivision of Cobblestone Estates Fourth Addition shall be as permitted and allowed by the subdivision and zoning ordinances of the City of Springfield except where specifically provided otherwise herein, in which case the most restrictive requirement of either these covenants or the subdivision and zoning ordinances of the City of Springfield shall hereby apply.

6. CONSTRUCTION OF BUILDINGS, MAINTENANCE OF PROPERTY. During the construction, maintenance or refurbishment of any building or lot, any littering or damage to the public and private roadways and easements in the subdivision, and any cleanup of them (including mud) 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. Each property owner shall submit to the Architectural Control Committee for approval, a landscape package of at least \$500.00 in value which shall be placed upon the property. Landscaping shall be completed within ninety (90) days (or as soon as weather permits) of substantial completion of the building.

The burning of any material outside of any building shall be prohibited except the burning of leaves in conformity with the statutes of the State of Illinois and ordinances of the City of Springfield.

All sites shall have a finished grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Where possible, lot drainage shall be directed to the storm sewers provided at the front or rear lot line of each lot or parcel. 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. 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 runoff shall be connected to storm sewers whenever permitted by municipal regulations but shall never be connected to any sanitary sewer.

All sump pumps shall discharge into drainage swales unless an alternate method of discharge is approved by either the Developer, the Homeowners Association, or the City of Springfield, provided, however, that no sump pump shall discharge in violation of any ordinance of the City of Springfield.

7. OIL AND MINING OPERATIONS. No oil drilling, oil or gas development operations, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals shall be permitted on any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavation or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any lot.

8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish and garbage or other wastes shall not be kept except in sanitary containers located inside the building, except on collection days when said sanitary containers may be placed near the platted streets for collection. Trash, rubbish and garbage or other waste shall be kept in secure containers inside established and secure storage areas of a type and nature to be approved by the Architectural Control Committee and shall be stored in such areas except on collection days when secure sanitary containers may be placed near platted streets for collection if necessary.

9. SIGNS. Signs shall be allowed with respect to all properties within this Cobblestone Estates Subdivision Fourth Addition as permitted by the zoning ordinance of the City of Springfield.

10. EASEMENTS. Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved as shown on the above-mentioned recorded plat of the subdivision. 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 owner. The contours of any drainage easement or detention area shall be maintained by the adjoining or underlying property owner; contours of said easements and detention areas shall not be altered by any owner but shall be maintained as shown on the construction plans on file with the City of Springfield with respect to Cobblestone Estates Subdivision Fourth Addition and any subsequent additions or plats which may be approved by the City of Springfield. Drainage easements and detention areas will be maintained by the Developer until formation of the Homeowners Association, at which time the Homeowners Association will maintain drainage easements and detention areas and enforce the drainage, covenants and restrictions contained in this document. In the event that the Homeowners Association fails to enforce the covenants and restrictions contained in this document as they pertain to drainage easements and detention areas, and contours of drainage and maintenance of contours of drainage easements and detention areas, the City of Springfield may, at its sole option, have standing in a court of competent jurisdiction to compel the Homeowners Association to enforce said covenants and restrictions against any property owner violating same.

11. HOMEOWNERS ASSOCIATION. All lot or parcel owners of property within Cobblestone Estates Subdivision Fourth Addition shall be members of the Homeowners Association as described previously in paragraph 2 and as described in the 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 number 93-46127. Membership shall be limited to matters pertaining to the

maintenance of drainage facilities, easements, subdivision fences, berms, landscaping, entrance improvements and subdivision signs, public areas and other appurtenances owned by the Homeowners Association; and no lot or parcel in Cobblestone Estates Subdivision Fourth Addition shall have any vote with respect to other matters, nor shall any such lot or parcel be assessed for any Homeowners Association or Developer cost not related to said drainage facilities, easements, subdivision fences, berms, landscaping, entrance improvements and subdivision signs, public areas or other appurtenances maintained by the Homeowners Association.

For purposes of these Covenants and Restrictions and for purposes of membership in the Cobblestone Homeowners Association, the term "lot" or "lot owner" shall refer to ownership of property constituting any lot, or lot of record, or portion thereof, under a single contiguous ownership, whether owned by a trust, a partnership, a corporation, an individual or individuals, including ownership in tenancy, in common joint tenancy and tenancy by the entirety except as otherwise provided herein. The Developer shall be entitled to the number of votes for each lot owned by the Developer set forth in Exhibit "B" and shall pay his assessments with respect to maintenance costs attributable to said lot under this Declaration of Easements, Covenants and Restrictions, as provided in paragraph 2 preceding.

The Homeowners Association and the Developer shall be entitled to recover reasonable costs and attorneys' fees incurred in the enforcement of these Covenants and Restrictions, or any other right or duty contained herein against any lot owner of record against whom enforcement of these restrictions is required. Each owner of a lot against whom enforcement is required shall be jointly and severally liable for reimbursement of costs and attorneys' fees which shall become a lien against said owner's lot at the time of filing a notice of lien thereof in the office of the Recorder of Deeds, Sangamon County, Illinois.

12. SEVERABILITY. Invalidation of one of these covenants or restrictions by judgment or other order shall not in any manner affect any of the other covenants which shall remain in full force and effect. These covenants and restrictions shall run with the land and shall be binding, as amended from time to time, upon the Developer, the Homeowners Association, all lot owners of record and their successors, heirs and assigns.

13. INCORPORATION BY REFERENCE. Paragraphs 31, 32, 33 and 34 of the Declaration of Covenants, Easements and Restrictions for Cobblestone Estates Subdivision First Addition referred to above are hereby incorporated herein by reference.

14. AMENDMENT. The Developer, at any time, retains the right to amend these Easements, Covenants and Restrictions to resolve any

ambiguity, conflict with prior covenants, scrivener's error or similar or similar matter requiring 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 the Recorder of Deeds of Sangamon County, Illinois, properly executed by the Developer, and shall be binding on the owners of lots or parcels in Cobblestone Estates Subdivision, all plats, upon such recording.

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

Dated this 13th day of July, 1998.

COBBLESTONE DEVELOPMENT COMPANY,

By: Joseph G. Albers
Joseph G. Albers,
authorized signatory

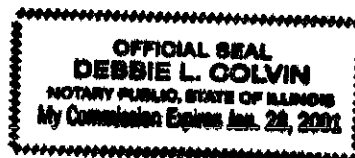
By: Thomas A. Giacomini
Thomas A. Giacomini,
authorized signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Debbie L. Colvin, 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 official seal this 13th day of July, 1998.

Debbie L. Colvin
Notary Public

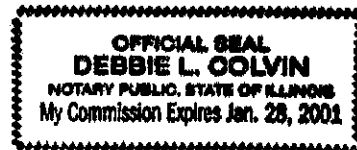


STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Debbie L. Colvin, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that THOMAS A. GIACOMINI, 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 official seal this 13th day of July, 1998.

Debbie L. Colvin
Notary Public



Prepared by and Return to:

James D. Kelly
Presney, Kelly & Presney
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

COBBLESTONE ESTATES FOURTH ADDITION
LEGAL DESCRIPTION

Part of the Southeast quarter of Section 11, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, described as follows: From the center of said Section 11, S.00°-08'-18"E., on the west quarter section line of said Southeast Quarter, 1269.80 feet to the point of beginning; thence N.89°-51'-42"E., 1534.90 feet to a point on a curve concave to the west, having a radius of 1290.00 feet; thence southeasterly on said curve a chord bearing of S.02°-29'-58"E., a chord distance of 106.29 feet to the end of said curve; thence S.00°-08'-18"E., 33.80 feet to the beginning of a curve concave to the west, having a radius of 1040.00 feet; thence southwesterly on said curve a chord bearing of S.07°-10'-37"W., a chord distance of 272.22 feet; thence S.89°-51'-42"W., 1504.62 feet to a point on said quarter section line; thence N.00°-08'-18"W., on said quarter section line 410.00 feet to the point of beginning, containing 14.414 acres, more or less.

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Exhibit "B"

<u>Lot Number</u>	<u>Number of Votes</u>
1	3
2	3
3	3
4	3
5	3
6	3
7	3
8	3
9	3
10	3
11	3
12	3
13	3
14	3
15	3
16	3

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