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MARY ANN LAMM
SANGAMON COUNTY RECORDER

**SUPPLEMENTAL
DECLARATION OF
EASEMENTS, CONDITIONS
AND RESTRICTIONS
RELATING TO DEERFIELD
COMMON AREAS AND
DECLARATION OF
PROTECTIVE COVENANTS
IN RESPECT TO DEERFIELD
FOURTEENTH ADDITION**

This Supplemental Declaration of Easements, Conditions and Restrictions Relating to Deerfield Common Areas made on the date hereinafter set forth by Oak Park Subdivision Corp , an Illinois corporation, of Springfield, Illinois, hereinafter referred to as "Oak Park "

WITNESSETH:

WHEREAS, the Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and Declaration of Protective Covenants was executed on October 17, 1995, and recorded with the Office of the Sangamon County Recorder of Deeds on October 23, 1995, as Document No 9536660, such Declaration is hereinafter referred to as "Master Declaration," and

WHEREAS, Oak Park has acquired ownership of a part of the property set forth in Exhibit "A" attached to the Master Declaration, and

WHEREAS, the property acquired by Oak Park is known as "Deerfield Fourteenth Addition," and

WHEREAS, the property described in Exhibit "A" attached hereto constitutes, comprises and is known as "Deerfield Fourteenth Addition," and

WHEREAS, no common drainage or retention areas and other common areas are contained within Deerfield Fourteenth Addition, and

WHEREAS, such Master Declaration recorded provides that the protective covenants set forth herein shall not apply to the property described in Exhibit "A" attached to such Master Declaration until and unless Oak Park acquires ownership of a part or all of such property and records a Supplemental Declaration with the Office of the Sangamon County Recorder of Deeds Office identifying, by legal description, the property acquired to which such protective covenants shall apply, and

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WHEREAS, such Master Declaration provides that the provisions in respect to Deerfield Homes Association shall not apply to the property described in Exhibit "A" attached to such Declaration until and unless Oak Park acquires ownership of a part or all of said property and records a supplemental Declaration with the Office of the Sangamon County Recorder of Deeds identifying, by legal description, the property acquired to which such Deerfield Homes Association provision shall apply; and

WHEREAS, the Supplemental Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and Declaration of Protective Covenants is executed and recorded pursuant to the terms of the Master Declaration and the purposes set forth herein, and

WHEREAS, the purpose of this Supplemental Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and Declaration of Protective Covenants is to adopt and apply the protective covenants set forth in the Master Declaration to Deerfield Fourteenth Addition, and

WHEREAS, the purpose of this Supplemental Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and Declaration of Protective Covenants is to adopt and apply the provisions of the Master Declaration relating to Deerfield Homes Association to "Deerfield Fourteenth Addition "

NOW, THEREFORE, the parties declare as follows

1 The property known as Deerfield Fourteenth Addition has been acquired by Oak Park

2 Except as otherwise provided herein and pursuant to the Master Declaration and the provisions and agreements contained herein, the protective covenants set forth in such Master Declaration shall apply to the property known as Deerfield Fourteenth Addition, such property being described as set forth in Exhibit "A" attached hereto and incorporated herein

3 The aforesaid protective covenants shall apply to Deerfield Fourteenth Addition as of the date hereof

4 Except as otherwise provided herein, the provisions contained in the Master Declaration in respect to the Deerfield Homes Association shall apply, as of the date hereof, to Deerfield Fourteenth Addition

5 The provisions contained in the Master Declaration in respect to common drainage or retention areas and other common areas shall not apply to Deerfield Fourteenth Addition as Deerfield Fourteenth Addition contains no common drainage or retention areas or other common areas

6 The property described as Exhibit "A" attached hereto and known as Deerfield Fourteenth Addition is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, assessments and liens set forth in the Master Declaration and restated herein, which shall run with the properties and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof

7 Notwithstanding any provisions of the Master Declaration to the contrary, all lots in and upon Deerfield Fourteenth Addition shall be utilized for single-family use only Any provisions of the Master Declaration

which are contrary to the limited use set forth in this paragraph shall not apply to or be a part of this Supplemental Declaration

8. Article III, Section B(8) of the Master Declaration is amended with respect to the property described in Exhibit "A" attached hereto and known as Deerfield Fourteenth Addition, to provide as follows. Within six (6) months after a dwelling on any building site has been occupied for the first time, any area within such building site which lies between the rear of the curb and a dwelling shall be sodded, except where displaced by other landscaping, sidewalks and permitted driveways, and shall be further landscaped with no less than two trees and shrubbery, decorative stone, gravel or the like, which landscaping, exclusive of the sod and labor, shall have an aggregate cost of not less than Two Hundred Fifty Dollars (\$250 00)

9 Article III, Section B(9) of the Master Declaration is amended with respect to the property described in Exhibit "A" attached hereto and known as Deerfield Fourteenth Addition, to provide as follows No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat There shall be established and maintained on each building site, side yards aggregating fifteen (15) feet, neither of which side yard shall be less than seven (7) feet For the purpose of this paragraph 9, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any such improvement on a building site to encroach upon another building site

10 Article III, Section B(10) of the Master Declaration is deleted with respect to the property described in Exhibit "A" attached hereto and known as Deerfield Fourteenth Addition

IN WITNESS WHEREOF, Oak Park Subdivision Corp has executed this instrument for the uses and purposes set forth herein on this 14th day of February, 2005

OAK PARK SUBDIVISION CORP.

By 
Its Vice President

Return to
Oak Park Subdivision Corp
205 South Fifth Street, Suite 1000
Springfield, IL 62701

EXHIBIT "A"

DEERFIELD FOURTEENTH ADDITION

Part of the Southeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Curran Township, Sangamon County, Illinois, being more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter, thence South 00 degrees 00 minutes 00 seconds West along the West line of said Quarter, a distance of 391 96 feet to the point of beginning

From said point of beginning; thence South 90 degrees 00 minutes 00 seconds East, a distance of 945 00 feet, thence South 00 degrees 00 minutes 00 seconds West, a distance of 140 00 feet; thence South 05 degrees 42 minutes 38 seconds East, a distance of 50 25 feet, thence South 00 degrees 00 minutes 00 seconds West, a distance of 134 10 feet, thence North 90 degrees 00 minutes 00 seconds West, a distance of 950 00 feet to a point on the West line of said Southeast Quarter, thence North 00 degrees 00 minutes 00 seconds East along said West line, a distance of 324 10 feet to the point of beginning, containing 7 049 acres more or less The West 60 00 feet of the above described dedicated for road right-of-way purposes



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**DECLARATION OF EASEMENTS,
CONDITIONS AND RESTRICTIONS RELATING TO
DEERFIELD COMMON AREAS AND
DECLARATION OF PROTECTIVE COVENANTS**

This declaration of easements, conditions and restrictions relating to Deerfield Common Areas made on the date hereinafter set forth by and between Oak Park Subdivision Corp., an Illinois corporation, of Springfield, Illinois, hereinafter referred to as "Oak Park," and IAA Trust Company of Bloomington, Illinois, Trustee under Trust Agreement dated November 29, 1985, and known as Trust No. P1158 and IAA Trust Company of Bloomington, Illinois, Trustee under Trust Agreement dated November 29, 1985, and known as Trust No. P1159, hereinafter referred to as "IAA Trust."

W I T N E S S E T H :

WHEREAS, IAA Trust is the owner of certain property in Sangamon County, Illinois, which is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Oak Park is the owner of certain property adjacent and contiguous to the aforesaid property set forth in Exhibit "A," such property is more particularly described in Exhibit "B" attached hereto; and

WHEREAS, the property described in Exhibit "B" constitutes, comprises, and is known as "Deerfield First and Second Addition"; and

WHEREAS, only residential units will be located in and upon Deerfield First and Second Addition; and

WHEREAS, the property described in Exhibits "A" and "B" constitutes and comprises the entire planned Deerfield Subdivision; and

WHEREAS, residential units and non-residential structures and entities will be located in and upon the property described in Exhibit "A"; and

WHEREAS, this Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and this Declaration of Protective Covenants shall apply to Deerfield First and Second Addition and that area or portion of the real estate described in Exhibit "A" which is developed for residential purposes; and

WHEREAS, this Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and Declaration of Protective Covenants shall not apply to any area

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or portion of the real estate described in Exhibit "A," which is developed for any purpose other than a residential purpose; and

WHEREAS, that area or portion of the real estate described in Exhibit "A," which will be utilized for non-residential purposes, shall be subject to a Declaration of Easements, Conditions and Restrictions relating to Common Areas and a Declaration of Protective Covenants when recorded by the owner thereof; and

WHEREAS, no common drainage or retention areas or other common areas are located in Deerfield First and Second Addition (Exhibit "B"); and

WHEREAS, the common drainage and retention areas and other common areas are to be located, upon completion of each phase of Deerfield Subdivision in, on and upon the property described on Exhibit "A"; and

WHEREAS, the common drainage and retention areas and other common areas to be located in, on and upon the property described in Exhibit "A" will benefit Deerfield First and Second Addition (Exhibit "B"); and

WHEREAS, the easements, covenants, conditions and restrictions relating to Deerfield common drainage or retention areas and other common areas set forth herein shall have no force or effect until and unless Oak Park obtains ownership of a part or all of the property set forth in Exhibit "A" and records a supplemental declaration with the Office of the Sangamon County Recorder of Deeds stating and identifying, by legal description, the common drainage or retention areas and other common areas and the additions to Deerfield Subdivision containing such common areas; and

WHEREAS, the Protective Covenants set forth herein shall apply as of the date hereof to Deerfield First and Second Addition; and

WHEREAS, the Protective Covenants set forth herein shall not apply to the property described in Exhibit "A" until and unless Oak Park acquires ownership of a part or all of such property and records a supplemental declaration with the Office of the Sangamon County Recorder of Deeds identifying, by legal description, the property acquired to which such protective covenants shall apply; and

WHEREAS, the provisions contained herein in respect to the Deerfield Homes Association shall apply, as of the date hereof, to Deerfield First and Second Addition; and

WHEREAS, the provisions in respect to Deerfield Homes Association shall not apply to the property described in Exhibit "A" until and unless Oak Park acquires ownership of a part or all of said property and records a supplemental declaration with the Office of the

Sangamon County Recorder of Deeds identifying, by legal description, the property acquired to which such Deerfield Homes Association provisions shall apply; and

WHEREAS, the parties desire to provide for the proper use and maintenance of certain lands herein referred to as "Deerfield Drainage Area" for the primary purpose of maintaining said Area in a clean and unobstructed manner as a drainage area and easement for the benefit of the Properties as said Drainage Area was originally designed for such drainage purposes; and to provide for such recreational uses as the unit owners may permit from time to time upon such Drainage Area to the covenants, restrictions, easements, charges, assessments, and liens, as hereinafter set forth; and

WHEREAS, the parties have caused or are about to cause to be incorporated a non-profit corporation called Deerfield Homes Association for the purpose of maintaining and administering the "Drainage Area" or other Common Areas, if any, as hereinafter defined and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, the parties declare that the aforesaid Properties is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, assessments and liens hereinafter set forth, which shall run with the Properties and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

This instrument is not a declaration of condominium nor a master association under the Illinois Condominium Act (765 ILCS 605/1 et seq.). It is not contemplated that the association to be formed hereunder will render any services to or maintain improvements upon any of the Units as herein described. Any reference to the Illinois Condominium Property Act herein is for the purpose of acknowledging that the Owners may, collectively, constitute a "Common Interest Community" under said Act.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Deerfield Homes Association, its successors and assigns.

Section 2. "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons, of any Private Unit, Apartment Unit or Undeveloped Unit which is a part of the

424.33 feet to the point of beginning, containing 13.434 acres, more or less.

2. **Deerfield Second Addition**

Part of the South Half of the Southeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence South 89 degrees 09 minutes 45 seconds East along the south line of said Southeast Quarter, a distance of 1,614.46 feet to the westerly right of way line of the Chicago and Northwestern Railroad; thence North 39 degrees 18 minutes 22 seconds East along said westerly right of way line, a distance of 742.48 feet to the point of beginning.

From said point of beginning; thence North 50 degrees 41 minutes 38 seconds West, a distance of 180.00 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 16.92 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 130.00 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 5.00 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 130.00 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 63.90 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 181.90 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 375.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence North 84 degrees 17 minutes 22 seconds East, a distance of 50.25 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 84 degrees 17 minutes 22 seconds East, a distance of 50.25 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 589.42 feet to the westerly right of way line of said Chicago and Northwestern Railroad; thence South 39 degrees 18 minutes 22 seconds West along said westerly right of way line, a distance of 261.07 feet to the point of beginning, containing 9.00 acres, more or less.

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EXHIBIT B

DEERFIELD FIRST ADDITION

Part of the South Half of the Southeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence South 89 degrees 09 minutes 45 seconds East along the south line of said Southeast Quarter, a distance of 1,190.13 feet to the point of beginning.

From said point of beginning; thence North 00 degrees 00 minutes 00 seconds West, a distance of 454.28 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 205.22 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 331.66 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 50.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 180.00 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 181.90 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 63.90 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 130.00 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 5.00 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 130.00 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 16.92 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 180.00 feet to the westerly right of way line of the Chicago and Northwestern Railroad; thence South 39 degrees 18 minutes 22 seconds West along said westerly right of way line, a distance of 742.48 feet to the point of beginning, containing 13.44 acres, more or less.

DEERFIELD SECOND ADDITION

Part of the South Half of the Southeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence South 89 degrees 09 minutes 45 seconds East along the south line of said Southeast Quarter, a distance of 1,614.46 feet to the westerly right of way line of the Chicago and Northwestern Railroad; thence North 39 degrees 18 minutes 22 seconds East along said westerly right of way line, a distance of 742.48 feet to the point of beginning.

From said point of beginning; thence North 50 degrees 41 minutes 38 seconds West, a distance of 180.00 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 16.92 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 130.00 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 5.00 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 130.00 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 63.90 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 181.90 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 375.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence North 84 degrees 17 minutes 22 seconds East, a distance of 50.25 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 84 degrees 17 minutes 22 seconds East, a distance of 50.25 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 00 degrees 00 minutes 00 seconds West along said westerly right of way line of said Chicago and Northwestern Railroad; thence South 39 degrees 18 minutes 22 seconds West along said westerly right of way line, a distance of 261.07 feet to the point of beginning, containing 9.00 acres, more or less.

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Mary Ann Symon
RECORDER

RTN:
Oak Park Subdivision Corp
800 First National Bank Bldg
Springfield, IL 62701

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