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SANGAMON COUNTY
ILLINOIS

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MARY ANN LAMM
SANGAMON COUNTY RECORDER

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

WHEREAS Cobblestone Development Company, a joint venture, is the owner of Lots 1, 2, 4, 5, 6, 7 and 8 in Cobblestone Estates Subdivision Tenth 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 9th day of June, 2000, as Document No. 2000R21901; and

WHEREAS said property is contemplated to be a multi-unit residential development integrated with the Cobblestone Estates Subdivision but not as part of the Cobblestone Estates Homeowners Association; and

WHEREAS the Developer wishes to provide for maintenance fees to be paid by Lots 1, 2, 4, 5, 6, 7 and 8 in Cobblestone Estates Subdivision Tenth Addition to the Cobblestone Estates Homeowners Association for maintenance and upkeep of the drainage facilities, easements and appurtenances;

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

1. These covenants and restrictions shall apply to Cobblestone Estates Subdivision Tenth Addition, Lots 1, 2, 4, 5, 6, 7 and 8, and shall run with the land and be binding upon all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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

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Tenth Addition shall record an instrument modifying or rescinding these covenants with the Recorder of Deeds of Sangamon County, Illinois.

2. HOMEOWNERS ASSOCIATION MEMBERSHIP, DUTIES, AND VOTING.

The property subject to this plat is described as additional property under the Declaration of Easements, Covenants 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 Estate 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. DUTIES OF COBBLESTONE ESTATES HOMEOWNERS ASSOCIATION.

As consideration for the receipt of the payments described in the preceding paragraph two, Cobblestone Estates Homeowners Association shall maintain any and all common drainage facilities, easements and appurtenances located upon the property described in this plat and throughout Cobblestone Estates Subdivision.

In the event that the Cobblestone Homeowners Association fails to maintain the property described in this paragraph as required, the owner of each lot or parcel subject to this plat may, together

with the other owners of lots or parcels subject to this plat, escrow said funds to be used for the maintenance and repairs required by this paragraph and credit said escrowed sum against any payments due to the Cobblestone Homeowners Association under this Declaration of Easements, covenants and restrictions. In the event that the Cobblestone Estates Homeowners Association is performing a satisfactory job of maintenance with respect to the drainage facilities, easements and appurtenances located upon the property described in this plat, said payments shall be made in a timely manner to the Cobblestone Estates Homeowners Association.

In the event that said payments are not made in a timely manner and the drainage facilities, easements and appurtenances in Cobblestone Estates Subdivision are in fact being properly maintained, the Cobblestone Estates Homeowners Association shall be entitled to recover reasonable costs and attorneys' fees incurred in collection of said payments from any owner of any lot or parcel who is delinquent in payment of any fees or assessments due hereunder together with interest at the rate of five percent per annum from the due date in the event that said sum is unpaid within fifteen days from the date of a written notice from the Cobblestone Estates Homeowners Association to the delinquent owner of any such lot or parcel.

4. LAND USE. The property described in Exhibit "A" shall be for multi-unit residential 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.

5. 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.

6. 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 Tenth Addition shall be as permitted and allowed by the subdivision and zoning ordinance 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 ordinance of the City of Springfield shall hereby apply.

7. CONSTRUCTION OF BUILDINGS AND 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.

8. 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.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Rubbish, trash 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. Rubbish, trash 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 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.

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

11. 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 Tenth 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 and individual lot or parcel owners may bring legal action in a court of competent jurisdiction to compel enforcement of the covenants and restrictions against any violator.

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. 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 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.

14. MISCELLANEOUS. For purposes of these covenants and restrictions, the term "lot" or "lot owner" shall refer to ownership of property constituting any lot, or lot of record, or portion or part 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. During the time that any lot or portion thereof remains unsold, the Developer shall make the payments

required to be made to the Cobblestone Estates Homeowners Association at the appropriate times and dates and be subject to the same duties and obligations of any subsequent lot owner.

The Developer shall be entitled to recover reasonable costs and attorneys' fees incurred in the enforcement of these covenants and restrictions or of any other right or duty contained herein or arising out of these easements, covenants and restrictions against the owner(s) of record of any lot or parcel against whom enforcement of these restrictions is sought or required. 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.

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 10 day of July, 2000.

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

Exhibit "A"

Legal Description
COBBLESTONE ESTATES SUBDIVISION TENTH ADDITION

(Insert here)

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Exhibit "B"

<u>Lot Number and Acreage</u>	<u>Number of Votes</u>
Lot 1 - 2.55 acres	11
Lot 2 - 2.55 acres	11
Lot 4 - .596 acres	2
Lot 5 - .459 acres	2
Lot 6 - .459 acres	2
Lot 7 - .427 acres	2
Lot 8 - .452 acres	2

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