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SANGAMON COUNTY  
ILLINOIS

96-34802

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*Mary Carol Samuel*  
RECORDER

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

WHEREAS, Cobblestone Development Company, a joint venture, is the owner of Lots <sup>46</sup>~~202~~ through <sup>28</sup>~~284~~ inclusive in Cobblestone Estates Subdivision Second 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 26 day of AUGUST, 1996, as Document No. 96-34296;

AND WHEREAS Cobblestone Development Company wishes to submit the property described in Exhibit "A" comprising Cobblestone Estates Subdivision Second 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 Second Addition, Lots <sup>46</sup>~~202~~ through <sup>28</sup>~~284~~ inclusive, is hereby declared to be subject to the terms, covenants, conditions and restrictions of the Declaration of Easements, 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:

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30. REMEDIES FOR VIOLATION.

In the event of a violation or breach of any of these 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 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.

(2) 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.

(3) House construction plans for dwelling units must be approved by the Architectural Control Committee prior to commencement of construction.

(4) Mailboxes will conform to subdivider's standard.

4. 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 Second 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 day of January, 1993.

COBBLESTONE DEVELOPMENT COMPANY,

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

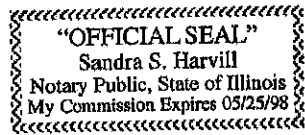
By: Thomas A. Giacomini  
Thomas A. Giacomini,  
authorized signatory

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF SANGAMON )

I, Sandra S. Harvill, 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 29th day of August, 1996.

Sandra S. Harvill  
Notary Public

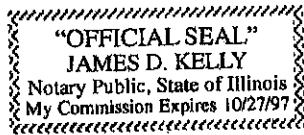


STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF SANGAMON )

I, Janet Kelly, 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 notarial seal this 29th day of August, 1976.



James D. Kelly  
Notary Public

Prepared by and Return to:

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

EXHIBIT "A"

Part of the Northeast Quarter of Section 11, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois described as follows: From the Northeast corner of said quarter section S.00°-04'-19"E., on the east line of said quarter section, 941.91 feet to the point of beginning; thence continuing S.00°-04'-19"E., on said quarter section line, 789.91 feet; thence S.89°-55'-41"W., 210.00 feet; thence N.00°-04'-19"W., 90.00 feet; thence S.89°-55'-41"W., 140.00 feet; thence S.00°-04'-19"E., 45.00 feet; thence S.89°-55'-41"W., 600.30 feet; thence N.00°-04'-20"W., 735.08 feet; thence N.89°-55'-40"E., 140.00 feet; thence N.85°-09'-51"E., 60.21 feet; thence N.89°-55'-40"E., 140.00 feet; thence N.00°-04'-20"W., 95.90 feet; thence N.89°-27'-53"E., 169.19 feet; thence S.00°-32'-07"E., 140.00 feet; thence N.89°-27'-53"E., 90.00 feet; thence N.00°-04'-19"W., 45.00 feet; thence N.89°-55'-41"E., 140.00 feet; thence N.89°-11'-31"E., 60.03 feet; thence N.89°-55'-41"E., 150.00 feet to the point of beginning, containing 16.518 acres, more or less.

Also, Part of the Northeast Quarter of Section 11, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 11, thence N.00°-04'-20"W., on the quarter quarter section line, 385.08 feet; thence N.89°-55'-40"E., 390.00 feet; thence S.00°-04'-20"E., 695.08 feet; thence S.89°-55'-41"W., 350.00 feet; thence S.00°-04'-21"E., 39.71 feet; thence S.89°-30'-39"W., 170.00 feet; thence N.00°-29'-21"W., 140.00 feet; thence N.01°-36'-57"E., 60.04 feet; thence N.00°-29'-21"W., 150.00 feet to a point on the quarter quarter section line; thence N.89°-30'-39"E., on said quarter quarter section line; 130.34 feet to the point of beginning, containing 7.31 acres, more or less.

Containing in all 23.828 acres.

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