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

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MARY ANN LAMM
SANGAMON COUNTY RECORDER

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

RECORDING INFORMATION ONLY

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

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

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

WHEREAS, such Master Declaration recorded provides that the protective covenants set forth therein 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

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, this 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 Eighth 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 Eighth Addition."

NOW THEREFORE, the parties declare as follows:

1. The property known as Deerfield Eighth 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 Eighth 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 Eighth Addition as of the date hereof.
4. Except as otherwise provided herein, the provisions contained in the Master Declaration in respect to Deerfield Homes Association shall apply, as of the date hereof, to Deerfield Eighth 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 Eighth Addition as Deerfield Eighth Addition contains no common drainage or retention areas or other common areas.
6. The property described in Exhibit "A" attached hereto and known as Deerfield Eighth 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 Eighth 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. The first paragraph of Article III, Section B(7) of the Master Declaration is amended with respect to the property described in Exhibit "A" attached hereto and known as Deerfield Eighth Addition, to provide as follows: No one-story single family dwelling shall be permitted on any building site unless the ground floor area of each such dwelling unit of the main structure, exclusive of one story open porches and garages, is not less than 1,500 square feet, and no single family dwelling of more than one story shall be permitted on any building site unless the total floor area of the dwelling unit, exclusive of open porches and garages, is not less than 1,700 square feet.

9. 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 Eighth 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 each 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 cost of the sod and labor, shall have an aggregate cost of not less than Two Hundred Fifty Dollars (\$250).
10. 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 Eighth 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.
11. 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 Eighth Addition.

IN WITNESS WHEREOF, Oak Park Subdivision Corp. has executed this instrument for the uses and purposes set forth herein on this 8th day of May, 2001.

Oak Park Subdivision Corp.

By 
Its Secretary

61625

EXHIBIT A

DEERFIELD EIGHTH 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 Southwest corner of the Southeast Quarter of said Section 3; thence North 00 degrees 00 minutes 00 seconds East along the west line of said Southeast Quarter, a distance of 1,612.34 feet to the point of beginning; thence continuing North 00 degrees 00 minutes 00 seconds East, a distance of 314.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 950.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 134.00 feet; thence South 05 degrees 32 minutes 38 seconds West, a distance of 50.25 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 130.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 945.00 feet to the point of beginning, containing 6.830 acres, more or less, including existing Lenhart Road right of way.

Part of #21-03-400-016



Beth A. Wilke, Atty
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