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DECLARATION OF BUILDING RESTRICTIONS  
AND RESTRICTIVE COVENANTS FOR  
ROKE MILL EAST, PLANNED UNIT DEVELOPMENT, THIRTEENTH PLAT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, TOWN & COUNTRY BANK OF SPRINGFIELD, a banking corporation organized and existing under the laws of the State of Illinois, as Trustee under Trust No. TA-234, being the owner of all of the following described real estate;

From an iron pin at the Southeast corner of said Section 1, West along the South line of said Southeast Quarter, measure 996.71 feet to the Southwest corner of Lot 502 as platted in the Koke Mill East Planned Unit Development, Ninth Plat; thence deflecting right 89 degrees 38 minutes 34 seconds, measure N 0 degrees 22 minutes 30 seconds E, 842.51 feet to the Northwest corner of said Lot 502 being the Point of Beginning; thence N 0 degrees 22 minutes 30 seconds E, measure 387.44 feet; thence along a curve to the right having a radius of 285.31 feet, on a bearing of N 28 degrees 11 minutes 13 seconds E measure a chord distance of 266.23 feet; thence N 56 degrees 00 minutes E, measure 260.96 feet to a point on the Southwesterly line of Greenbriar Drive as platted in the Koke Mill East Planned Unit Development, Sixth Plat; thence along a curve to the left, having a radius of 358.31 feet, on a bearing of S 72 degrees 09 minutes 57 seconds E, measure a chord distance of 239.08 feet; thence N 88 degrees 20 minutes 45 seconds E, measure 126.00 feet to a point on the West right-of-way line of Veterans Parkway; thence S 1 degree 39 minutes 15 seconds E, measure 37.25 feet; thence S 4 degrees 47 minutes 38 seconds E, measure 668.47 feet to the Northeast corner of Lot 502 as platted in the Koke Mill East Planned Unit Development, Ninth Plat; thence N 89 degrees 37 minutes 30 seconds W, measure 755.18 feet to the Point of Beginning.

Containing 11.297 acres, more or less.

Situated in Sangamon County, Illinois.

and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the undersigned, its successors and assigns, hereby declares that the above described property is held and shall be transferred, sold and conveyed subject to the

following restrictions, covenants, reservations and charges, to-wit:

1. No building contained within the Thirteenth Plat shall be used for any purposes other than office, business or commercial purposes and no building on any of said lots shall be erected, altered, placed or permitted to remain on any building site in said lots other than for one of said purposes.

2. No office, business or commercial building shall be located on any building site nearer to the front line of said building site than the minimum set-back line as shown on the recorded plat of the Subdivision.

3. No office, business or commercial building or buildings shall be located upon any building site which shall not comply with the following basic yard requirements:

Minimum Set Back:	20 feet plus 5 feet per story over 1 story height
Minimum Side Yard:	10 feet plus 3 feet per story over 2 story height
Minimum Total Side Yards:	20 feet plus 3 feet per story over 2 story height
Minimum Rear Yard: (Building to lot line)	15 feet plus 3 feet per story over 2 story height
Minimum Rear Yard Total: (Building on lot to building on adjacent lot)	30 feet plus 3 feet per story over 2 story height

4. No building shall be erected, driveway constructed or improvement installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Said gradelines shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum building set-back line unless similarly approved. The Architectural Control Committee is composed of J. Fred Adams, Charles W. Adams, Walter E. Hanson and M. G. Nelson, Jr. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall, within 30

days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing. In the event the members of said Committee or their representative or successors fail to approve or disapprove such design or location within 30 days after building plans, specifications and plot plan have been submitted to them, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required, and this covenant shall be deemed to be fully met. No lot within the Thirteenth Plat shall be subdivided without having first obtained the written approval of the Architectural Control Committee. All submissions shall be sent to Charles W. Adams, 1750-D Wabash Avenue, Springfield, Illinois.

5. No metal building shall be constructed or maintained on any of the lots contained within the Thirteenth Plat.

6. All utilities, including telephone, electric and television cables, other than for temporary service during construction, shall be underground. Transformers and distribution pedestals for main lines and building leaders shall be located only as approved by the Architectural Control Committee.

7. All compressors and cooling towers used in conjunction with central air conditioning, and all fuel tanks, including propane, oil or the like, shall be installed in such a manner as to contribute to the exterior beauty and planning of the building and not to become an annoyance or nuisance to the neighborhood or adjacent property owners.

8. All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied for office, business or commercial purposes which is not functionally complete throughout and which is not complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied for office, business or commercial use.

9. An owner of any unimproved lot or vacant building site shall cut the weeds and maintain the same in a clean, sanitary and proper condition.

10. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. No garbage, waste materials, leaves or combustibles shall be burned upon any building site or street.

12. The Architectural Control Committee shall approve any and all signs to be placed upon the buildings and/or lots contained within the Subdivision.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or site, excepting that guard dogs may be kept if properly restrained for the protection of the general public pursuant to the ordinances of the City of Springfield.

14. Each owner of a building site shall by reason of said ownership be a member of the Koke Mill East Commercial Association and shall abide by the rules and regulations established by the Association including liability for his or its proportionate share (on the basis of area) of the sum required for the proper care and maintenance of the common areas maintained for drainage purposes and upon which there are located drainage ponds designated upon the Koke Mill East Planned Unit Development Land Use Plan as open space 5.0 acres and open spaces 2.5 acres, and which said sum or sums, if not paid, shall constitute a lien upon the property or unit as herein defined.

15. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened.

16. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by sixty-five percent of the then owners of the building sites has been recorded, each building site having a proportionate number of votes based upon area, agreeing to change said covenants in whole or in part.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.

18. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

"Building site" as used in this instrument means all or any part of a single lot or tract of land upon which a building is located or intended to be located.

The undersigned, TOWN & COUNTRY BANK OF SPRINGFIELD, Trustee as aforesaid, hereby confirms the easements for

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installment and maintenance of utilities and drainage facilities as created and shown by the recorded plat of said Subdivision.

IN WITNESS WHEREOF, TOWN & COUNTRY BANK OF SPRINGFIELD, AS TRUSTEE UNDER TRUST NO. TA-234, has caused its seal to be affixed hereto and this instrument executed by its Trust Officer and Randy L Brackensick this 29th day of June, 1988.

TOWN & COUNTRY BANK OF SPRINGFIELD,  
AS TRUSTEE OF TRUST NO TA-234  
By Randal L Saul  
its Trust Officer

ATTEST:

Randy L Brackensick  
its Loan Officer.

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS.

I, Deborah A Frank, a Notary Public in and for the County and State aforesaid, do hereby certify that Randal L Saul and Randy L Brackensick to me personally known to be, respectively a Trust Officer and Loan Officer of the Town & Country Bank of Springfield, as Trustee of Trust No. TA-234, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the aforesaid instrument and the said Trust Officer and Loan Officer as such have affixed the corporate seal of the said Town & Country Bank of Springfield thereto, all as the free and voluntary act of the said Trustee, for the uses and purposes therein set forth, being duly authorized hereunder.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 29th day of June, 1988.

My Commission Expires:

5/19/90

OFFICIAL SEAL

Notary Public

Deborah A. Frank

Notary Public State of Illinois  
My Commission Expires May 19, 1990

Prepared by:

Brown, Hay & Stephens  
700 First National Bank Building  
Springfield, Illinois 62701

Mail to:

Charles W. Adams  
1750-D Wabash Avenue  
Springfield, Illinois 62704



002366

ADDITIONAL DECLARATION OF RESTRICTIVE USE COVENANTS  
FOR LOTS 514, 516 AND 517 IN  
KOKE MILL EAST, PLANNED UNIT DEVELOPMENT, THIRTEENTH PLAT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, TOWN & COUNTRY BANK OF SPRINGFIELD, a banking corporation organized and existing under the laws of the State of Illinois, as Trustee under Trust No. TA-234, being the owner of all of the following described real estate:

From an iron pin at the Southeast corner of said Section 1, West along the South line of said Southeast Quarter, measure 996.71 feet to the Southwest corner of Lot 502 as platted in the Koke Mill East Planned Unit Development, Ninth Plat; thence deflecting right 89 degrees 38 minutes 34 seconds, measure N 0 degrees 22 minutes 30 seconds E, 842.51 feet to the Northwest corner of said Lot 502 being the Point of Beginning; thence N 0 degrees 22 minutes 30 seconds E, measure 387.44 feet; thence along a curve to the right having a radius of 285.31 feet, on a bearing of N 28 degrees 11 minutes 13 seconds E measure a chord distance of 266.23 feet; thence N 56 degrees 00 minutes E, measure 260.96 feet to a point on the Southwesterly line of Greenbriar Drive as platted in the Koke Mill East Planned Unit Development, Sixth Plat; thence along a curve to the left, having a radius of 358.31 feet, on a bearing of S 72 degrees 09 minutes 57 seconds E, measure a chord distance of 239.08 feet; thence N 88 degrees 20 minutes 45 seconds E, measure 126.00 feet to a point on the West right-of-way line of Veterans Parkway; thence S 1 degree 39 minutes 15 seconds E, measure 37.25 feet; thence S 4 degrees 47 minutes 38 seconds E, measure 668.47 feet to the Northeast corner of Lot 502 as platted in the Koke Mill East Planned Unit Development, Ninth Plat; thence N 89 degrees 37 minutes 30 seconds W, measure 755.18 feet to the Point of Beginning.

Containing 11.297 acres, more or less.

Situated in Sangamon County, Illinois.

and being desirous of subjecting within the 13th plat Lots 514, 516 and 517 to certain restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the undersigned, its successors and assigns, hereby declares that the parcels identified as Lots 514, 516 and 517 of the above described

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property is held and shall be transferred, sold and conveyed subject to the following restrictions, covenants, reservations and charges on use of said lots, to-wit:

Uses to be Prohibited

Automobile service stations  
Automobile supply stores  
Cafe (indoor-outdoor)  
Dairy products  
Drive-in restaurants  
Dry cleaning, pickup  
Electrical and household appliances  
Food service for office workers  
(This shall not exclude in house employee food service facilities)  
Food stores, gourmet, health, diet  
Garden and lawn supplies  
Hardware stores  
Laundry, pickup station  
Laundry (coin operated)  
Liquor stores  
Motorcycle sales and service  
Radio and television sales and service  
Stamps redemption store  
Supermarkets, food stores  
Swimming pools (community, public, private)  
Taverns or bars  
Theaters  
Tire sales and service

Uses to be Restricted

Restaurants may be permitted with the consent of the Architectural Control Committee and the owner of Lot 515, Plat 13.

Veterinary clinics and veterinary hospitals would be prohibited, but satellite medical facilities of hospitals or medical clinics would be permitted.

Photographic sales and service facilities would be permitted except for drive-through facilities.

Sporting goods stores would be permitted, but not stores selling boats.

IN WITNESS WHEREOF, TOWN & COUNTRY BANK OF SPRINGFIELD, AS TRUSTEE UNDER TRUST NO. TA-234, has caused its seal to be affixed hereto and this instrument executed by its Trust

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June 2, 1988.

Its Trust Officer

ATTEST:

## Its Loan Officer

STATE OF ILLINOIS

SS.

COUNTY OF SANGAMON

I, Deborah A Frank, a Notary Public in and for the County and State aforesaid, do hereby certify that Randal L Saul and Randy L. Brackensick to me personally known to be, respectively a Trust Officer and Loan Officer of the Town & Country Bank of Springfield, as Trustees of Trust No. TA-234, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the aforesaid instrument and the said Trust Officer and Loan Officer as such have affixed the corporate seal of the said Town & Country Bank of Springfield thereto, all as the free and voluntary act of the said Trustee, for the uses and purposes therein set forth, being duly authorized hereunder.

IN WITNESS WHEREOF I have hereunto set my hand and seal  
this 29th day of June, 1988.

Notary Public

My Commission Expires \_\_\_\_\_

5/19/90

Prepared by:

Brown, Haynes Stephens  
700 First National Bank Building  
Springfield, Illinois 62701

Mail to:  
Charles W. Adams  
1750-D Wabash Avenue  
Springfield, Illinois 62704

Expires: OFFICIAL SEAL  
Deborah A. Frank  
Notary Public State of Illinois  
My Commission Expires May 19, 1990  
C. Stephens  
National Bank Building  
1 Illinois 62701

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*Wm. B. E. Smith*  
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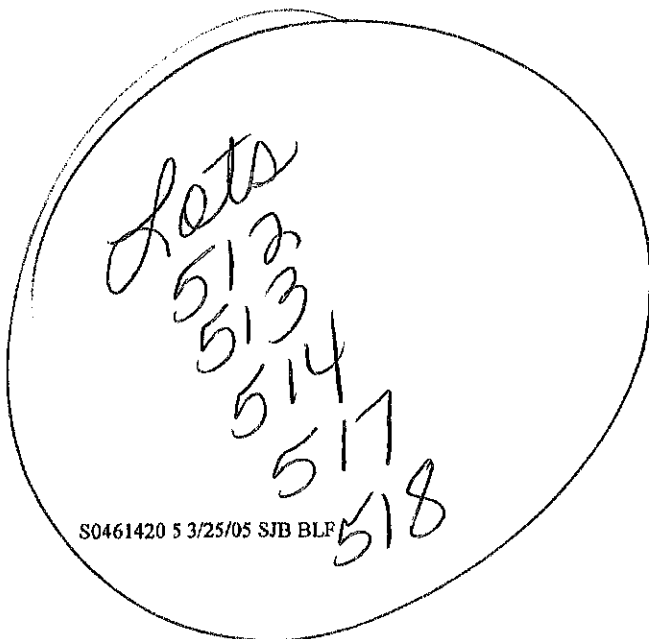
MARY ANN LAMM  
SANGAMON COUNTY RECORDER

PREPARED BY AND RETURN TO

Sorling, Northrup, Hanna,  
Cullen & Cochran, Ltd  
STEPHEN J BOCHENEK, of Counsel  
Suite 800 Illinois Building  
P O Box 5131  
Springfield, IL 62705  
Telephone 217 544 1144  
Fax 217 522 3173

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**GABLES GROUP, LLC / THE GABLES III, L.L.C.**



000268

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made and entered into as of the date of the last execution hereof, which date is the 22 day of APRIL, 2005, by and between GABLES GROUP, LLC, an Illinois limited liability company ("Gables Group"), and THE GABLES III, L L C , an Illinois limited liability company ("Gables III"), (each of the foregoing a "Declarant" and hereinafter collectively referred to as the "Declarants")

**RECITALS**

WHEREAS, Gables Group is the owner of a certain tract of land located in Sangamon County, Illinois as more particularly described as "Gables South" on Exhibit A attached hereto and shown on the site plan attached as Exhibit B (the "Site Plan"), both of which exhibits are made by this reference a part hereof, and

WHEREOF, Gables III is the owner of a certain tract of land located in Sangamon County, Illinois, located contiguous with and adjacent to Gables South, which property is designated on Exhibit B as "Gables North" and is more particularly described in Exhibit C attached hereto and made a part hereof

WHEREAS, Declarants desire to subject both Gables North and Gables South (hereinafter collectively referred to as the "Property") to the limitations on sale or transfer, conditions, covenants, restrictions and reservations hereinafter set forth to ensure property use and appropriate development and improvement thereof, to protect the Property against improper use that will depreciate the value of the property, to encourage the erection and maintenance of

attractive improvements thereon, to provide for adequate off-street parking, in general, to guide the planning, design and development of the property, and

WHEREAS, Declarants intend that the conditions, covenants, restrictions and reservations set forth herein be supplemental to existing governmental zoning and other regulations affecting the Property, and where conflicts occur, the most restrictive requirements shall be applied

### **DECLARATIONS**

NOW, THEREFORE, Declarants hereby declare that all of the Property shall be held, sold, leased and conveyed subject to the following easements, conditions, covenants, restrictions and reservations which shall operate as equitable restrictions and covenants running with the land and with each and every part and parcel thereof and shall apply to and bind each and every Owner having any right, title or interest in the Property or portion thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof Further, in consideration of the premises, the promises and covenants of the Declarants, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarants agree as follows

### **ARTICLE I**

#### **DEFINITIONS**

Section 1.1 "Access Roads" shall mean all non-dedicated streets and related improvements as shown on Exhibit B, including curbs and adjacent sidewalks, which Access Roads shall be built and maintained for the common use and enjoyment of the Owners and

Tenants Access Roads shall include all such improvements constructed from time to time in replacement of the same or in such redesign of the same as may be agreed to by the Declarants

Section 1 2 "Building(s)" means the building(s) which has (have) been, will be or may be constructed within a Parcel

Section 1 3 Intentionally omitted

Section 1 4 "Declarant Committee" means the record title holder or a representative thereof, of each Parcel in Gables North and Gables South Decisions require approval by members of the Declarant Committee owning seventy-five percent (75%) of the Property

Section 1 5 "Improvement(s)" means all structures or other changes of any kind, whether above or below grade, including, but not limited to Building(s), equipment, utility installations, antenna, storage areas, parking areas, signs, loading areas, walkways, driveways, site lighting, site grading, landscaping, earth movement, fences, walls, hedges, lawns, mass plantings, and any exterior additions, changes or alterations thereof, whether in color, shape or otherwise, on a Parcel

Section 1 6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Property

Section 1 7 "Parcel" shall mean and refer to any parcel of land upon which Building(s) and improvements may be or have been erected in conformance with this Declaration (with the exception of the Access Roads)

Section 1 8 "Party" means either Gables Group or Gables III or any successor person(s) or entity acquiring any interest of a Party in or to any portion of such Party's Parcel

Section 1.9 "Tenant(s)" shall mean and refer to the record tenant as shown by a written lease of all or any portion of any Building on the Property, whether one or more persons or entities

Section 1.10 "Property" means, collectively, Gables South, as described on Exhibit A and Gables North, as described on Exhibit C

## ARTICLE II

### EASEMENTS

#### Section 2.1 General Provisions

- (a) All easements granted herein are (i) non-exclusive and (ii) irrevocable and perpetual, and (iii) easements appurtenant and not easements in gross
- (b) In the event an Owner transfers or conveys a portion of its Parcel in accordance with the terms of this Declaration, those easements granted under this Article 2 which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article 2 which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part
- (c) Each Party hereby reserves the right to eject from its Parcel any person not authorized to use the same

Section 2.2 Easements for Access Roads Each Party hereby grants to the other Party easements for pedestrian and vehicular traffic on that portion of any Access Road on its Parcel, for the purpose of providing ingress to and egress from the benefitted Parcel and each of Plaza

Drive and White Oaks Drive (collectively, the "Access Road Easements"), together with the following rights and subject to the following restrictions and reservations

(a) The use of the Access Road Easements by any person entitled to the use thereof shall be non-exclusive. The Declarant Committee shall be responsible for maintenance of the Access Road Easements as set forth in Section 5.2 below,

(b) Declarants agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the access Roads, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, as reasonably determined by the Declarant Committee, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein, and

(c) The access points and drive lanes as shown on the Site Plan shall not be changed without the written permission of the Declarant Committee in its reasonable discretion

Section 2.3 Intentionally omitted

Section 2.4 Construction Easements - Access for Construction

(a) Each Party hereby grants to the other Party temporary easements over the Access Roads on its Parcel

(b) Except for the location of the Access Roads as set forth on the Site Plan, the location of all easements under this Section 2.4 shall be subject to the approval of Owner of the burdened Parcel. Each Owner agrees to use due care in the exercise of the rights granted under this Section 2.4 and, in the event the exercise of the rights granted under this Section 2.4 requires an Owner to enter upon the parcel of another Owner, to first obtain the consent of such Owner as to the methods and timing in the exercise of such rights

(c) Each Party covenants and agrees, respectively, that its use of such easements shall not result in damage or injury to the Buildings or other Improvements of any other Party, and shall not interfere with or interrupt the business operation conducted by any other Party at the Property. In addition, each Owner, at its sole cost and expense, shall promptly repair, replace or restore any and all Improvements, wherever located, that have been damaged or destroyed in the exercise by Owner of the easements granted under this Section 2.4 and shall defend, indemnify and hold the burdened Owner harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees) incurred in connection with or arising out of the Owner's exercise of said easements, except to the extent occasioned by the burdened Owner's negligent or wrongful act or omission to act.

(d) After completion of the initial construction, the access easement set forth in this Section 2.4 shall automatically terminate with respect to that Parcel on which initial construction is completed.

Section 2.5 Intentionally omitted

Section 2.6 Easements to Public Utilities Any grant or other conveyance of an easement to a public utility by an Owner on its Parcel shall, without necessity of further recital in the conveyancing instrument, be deemed to include the following conditions, covenants and restrictions to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument:

(a) The easement is non-exclusive,

(b) All facilities installed pursuant to the easement shall be underground, except for manhole and manhole covers which shall be flush with adjacent grade, and except as otherwise shown on plans approved by the Declarant Committee,

(c) Owner retains the right to use the surface areas as Owner sees fit,

(d) Owner reserves the right to require the utility to relocate its facilities (and vacate the easement) to another location on Owner's Parcel, subject to the conveyance of a similar easement, all at Owner's cost and expense

(e) The utility shall not, in its use or installation, interfere with other installations and easements in the area,

(f) The utility shall protect its facilities against uses of the surface made by Owner and others,

(g) The utility shall make adequate provisions for the safety and convenience of all persons using the area,

(h) The utility, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work,

(i) The utility shall defend, indemnify and hold harmless Owner against all loss, liability, and costs (including reasonable attorney's fees) which may result to Owner from the negligent act or omission of, its agents, employees and contractors, and

(j) The utility shall not permit any claim, lien or encumbrance to attach against Owner's Parcel or any interest therein



Section 2.7    No Barrier Agreement    No barriers, fences, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Property from time to time devoted to pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Owners of the rights and easements created by this Declaration. The preceding sentence shall not prohibit the reasonable designation and relocation of traffic and pedestrian lanes by an Owner on its Parcel, provided that the designation and relocation of such traffic and pedestrian lanes on the Access Roads shall be determined by the Declarant Committee, in its sole but reasonable discretion. Notwithstanding the foregoing, Owner may temporarily fence off portions of its Parcel (but not the Access Roads) as reasonably required for the purpose of repair, construction and reconstruction on its Parcel.

### **ARTICLE III**

#### **RESTRICTIONS**

Section 3.1    Land Use and Building Type    Every Parcel shall be used only for financial institutions, service shops, offices, retail stores selling retail merchandise normally carried in other shopping centers, and restaurants with over fifty (50%) percent of gross revenues from food sales. No Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations, nor shall anything be done on any Parcel which is a nuisance or any annoyance to the community.

#### Section 3.2    Use Restrictions

(a)    During the term of this Agreement no portion of the Properties may be used for any of the following purposes without the written consent of the Declarant Committee

(i) A tavern, bar, nightclub, discotheque or any other establishment selling alcoholic beverages for on-premises consumption, provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than fifty (50%) percent of the restaurant's gross revenues

(ii) A truck stop or automobile service and repair shop where automobile mechanical services are performed A fueling station, with or without a snack shop, is explicitly permitted, provided that there is no outdoor storage of cars, trucks (including wrecker trucks) or drums or tanks

(iii) A flea market

(iv) A car wash

(v) A health spa

(vi) A theatre (motion picture or live performance)

(vii) A dry cleaning plant or central laundry or laundromat, provided however, that facilities solely for the purpose of picking up or dropping off cleaning are permitted

(ix) A hardware store, an appliance and/or home electronics store or a lawn and garden store

(b) During the term of this Agreement no portion of the properties may ever be used for any of the following uses whatsoever

(i) An adult type bookstore, massage parlor or other establishment selling, displaying or exhibiting pornographic materials or providing adult type entertainment or displays of a variety involving or depicting nudity or lewd acts

- (ii) A mortuary
- (iii) A mobile home or trailer court, labor camp, junkyard or stockyard
- (iv) A land fill, garbage dump or for the dumping, disposing,

incineration or reduction of garbage

Section 3 3   Signs   No signs may be erected on the Property without the consent of the Declarant Committee. If a Tenant desires an identification panel on a Pylon Sign the Tenant may request in writing to the Declarant Committee that Declarant's Committee arrange for the installation of an identification panel, at the Tenant's sole cost and expense.

#### ARTICLE IV

##### LEASE, SALE OR OTHER CONVEYANCE

Section 4 1   Leases   The Owners may from time to time lease the Improvements on the Property to one or more persons or entities. All leases signed subsequent to the date of the Declaration shall be subject to the covenants, conditions and restrictions in this Declaration.

Section 4 2   Sale or Other Conveyance   All Owners agree that no Property may be sold, transferred or otherwise conveyed (except for a lease of Improvements) whether by deed, trust document, the transfer of any interest in an entity which is the Owner of any Property, or in any other manner except as set forth below:

- (a) Upon the unanimous written consent of all Owners
- (b) After those Owner(s), except the Owner(s) that received an offer to purchase Property or an interest in an entity owning Property, has (have) failed to exercise a right of first refusal to purchase the Property or entity owning the Property upon the same terms and

conditions included in a bona fide offer or contract to purchase the Property or entity. The following terms shall apply to this right of first refusal:

(i) The Owner(s) having the right of first refusal shall be given written notice of the offer or contract to purchase along with a copy of that document.

(ii) The Owner(s) having the right of first refusal shall have sixty (60) days after receipt of written notice of the offer and a copy of the offer to exercise its (their) right of first refusal. Exercise of the right of first refusal shall be in writing directed to the Owner(s) of the Property being offered.

(iii) Failure to exercise the right of first refusal within said sixty (60) days shall be deemed as declining the right of first refusal.

(iv) Exercise of the right of first refusal shall be on the same terms and conditions as contained in the contract or offer to purchase the Property, except that the time frames contained in the contract or offer to purchase shall be extended by the sixty (60) day period for consideration of the right of first refusal.

(v) If the right of first refusal is not exercised or is declined, then the Owner(s) of the Property or an entity owning Property may sell the Property or an interest in an entity owning Property upon the terms and conditions set forth in the offer or contract to purchase the Property or an interest in an entity, other than a delay in dates caused by the notice of the right of first refusal. If the sale of the Property or entity is not closed as provided for in the offer or contract, then the right of first refusal must be offered to the other Owner(s) before any sale or transfer of the Property or interest in an entity owning the Property can occur.

Section 4.3    Management

The Owners will select a manager for the Property to serve upon such terms as agreed to by the Owners and Managers to enter into leases for the Improvements and otherwise manage the Property for the benefit of the Owners

**ARTICLE V**

**DECLARANT COMMITTEE; MAINTENANCE**

Section 5.1    Owner Maintenance    Each Party hereto shall maintain the Buildings and the Improvements on its Parcel in good order and condition and state of repair in accordance with the standards of good shopping center operation including (but not limited to) sweeping the removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas (including replacement and replanting), removal of ice and snow from driveways and parking areas, and maintenance and repair or lighting standards and signs. Each of the Declarants covenants that it, in addition to other requirements of this Section, will keep the inside and outside of all glass in the doors and windows of its buildings clean, will maintain its Buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests, will not permit accumulation of garbage, trash, rubbish and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed, and will keep the sidewalks and parking lots on its Parcel clear of accumulations of ice and snow. The Declarants confirm their intention that the maintenance and repair of the Property should be of such a character that the Property's appearance will be that of a unified shopping center and, accordingly, the Declarants agree to

cooperate with each other in good faith with respect to said maintenance and repair and to the extent reasonably possible coordinate such repair and maintenance. The cost of such repair and maintenance can be paid for or recovered through common area expenses recovered through leases of Improvements to tenants.

Section 5.2 Maintenance of Access Roads. The Declarant Committee may appoint a third party as an agent of the Declarant Committee to maintain and repair the Access Road Easements in good condition, including, without limitation, the paved areas thereof. All Owners that have direct access to the Access Road Easements by means of curb cuts or similar means shall be responsible for such maintenance and repair costs in the manner set forth in Section 5.4 below. Notwithstanding the foregoing, each Owner shall be responsible for the cost of any maintenance or repair of the Access Road Easement caused by (i) the negligent, willful or intentional acts or omissions of the Owner, or (ii) the use of the Access Road Easement by the Owner in a manner materially inconsistent with the intended manner of use of the Access Road Easement as set forth in this Declaration. The Declarant Committee shall be responsible for entering into any and all contracts or agreements related to the maintenance and/or repair of the Access Road Easement. The Declarant Committee's maintenance and repair obligations and duties include, without limitation, the maintenance, repair and replacement of all asphalt, pavement, landscaping, lighting facilities, and other improvements within the Access Road Easement. Any required maintenance or repair of paved areas shall include, without limitation, patching, sealing, striping and installing new pavement when the existing pavement is no longer serviceable for the purpose(s) required under this Declaration.

Section 5 3    Standards for Performance    The Declarant Committee and each Owner, as applicable, shall perform, or cause to be performed, any act of maintenance or repair in a good, substantial and workmanlike manner, free from faults and defects pursuant to sound engineering practices, and in compliance with all then-applicable government requirements

Section 5 4    Allocation of Maintenance and Repair Costs    The Declarant Committee shall, from time to time, advise each Owner in writing of any and all costs and expenses relating to the maintenance and repair of the Access Road Easements (the "Common Expenses") For the purpose of calculating their respective proportionate share of the Common Expenses, each Owner shall pay a percentage equal to the total square footage of its Parcel divided by the total square footage of the Parcels of the Owners except for such costs or expenses caused by an Owner, pursuant to Section 5 2 above, which costs or expenses shall be borne entirely by that Owner Payment of Common Expenses shall be due and payable from each Affected Owner within thirty (30) days after receipt of such written notice unless those Common Expenses will be paid by Tenants under the terms of their respective leases

Section 5 5    Default    If an Owner shall not keep or perform any of the terms, covenants or conditions imposed upon such party pursuant to this Declaration and if such Default shall continue for a period of thirty (30) days after written notice thereof from the party benefitted from such terms, covenants or conditions (or if such default is not reasonably susceptible of being cured within thirty (30) days, or such longer time as reasonably is necessary to cure such default provided curative efforts are commenced within such thirty (30) day period and are pursued with diligence and in good faith), then, in addition to any other remedies that the parties may have at law or in equity or that otherwise are provided herein, then any delinquent sums (the

"Delinquent Payment"), shall bear interest at the rate of 3% per annum in excess of the rate publicly announced, from time to time, by Bank of America, or its successor in interest, as its base or prime or reference rate of interest (the "Default Interest Rate"), from the date on which a billing statement becomes delinquent through the date on which it is paid in full (inclusive of all accrued interest) Additionally, the amount of any Delinquent payment shall become a lien upon such Owner's Parcel, to be enforced with interest at the Default Interest Rate and costs (including, but not limited to, attorneys' fees), in the same manner as a mortgage Such lien shall attach and take effect only after the Declarant Committee records a claim of lien with the Recorder of Sangamon County, Illinois, setting forth the delinquent Owner's complete name, the amount of the Delinquent Payment, the date of non-payment, a description of the delinquent Owner's Parcel, and including a statement that the lien is claimed pursuant to the provisions of this Declaration

Section 5 6    Composition of Declarant Committee    The members of the Declarant Committee shall act reasonably and in good faith in their respective capacities as members of the Declarant Committee

## ARTICLE VI

### MISCELLANEOUS

Section 6 1    Damage and Destruction    In the event of the destruction and damage to any extend to any Buildings and Improvements on a Parcel, the affected Party shall either (1) diligently commence and pursue completion of the repair or restoration and/or (2) within ninety (90) days after the destruction or damage clear away the ruins and leave the Parcel in a clean, orderly, sightly and safe condition



Section 6 2   Estoppel Certificates   Each Party or the Declarant Committee, as applicable, shall upon not less than thirty (30) days from receipt of written notice from the other Party execute and deliver to such other Party a certificate in recordable form stating that (i) either this Agreement is unmodified and in full force and effect or is modified (and stating the modification), and (ii) whether or not to the best of its knowledge another Party is in default in any respect under this Agreement and if in default, specifying such default

Section 6 3   Perpetuity of Agreement   Except as specifically set forth in this Agreement, the easements, covenants, conditions, restrictions and agreements contained herein binding and benefitting the Declarants shall be deemed to be perpetual and shall be construed to run with the land

Section 6 4   Notices   Any notice required or permitted to be given under this Agreement shall be in writing and shall be addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other Declarants) and shall be deemed to have been given (a) three (3) business days after deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid or (b) one business day after deposit with a reputable overnight courier or (c) upon personal delivery

Gables Group	Cole Gay c/o Joseph A Bank Clothiers 2922 Plaza Dr Springfield, IL 62704
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Gables III	James W Wilson c/o Jim Wilson Interiors 2808 Plaza Dr Springfield, IL 62704
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Copy to

Stephen J. Bochenek  
Sorling Law Office  
607 E Adams, Suite 800  
P O Box 5131  
Springfield, IL 62705

Section 6 5    Assignment    The rights and obligations of any Party hereunder may be assigned in whole or in part to one or more ground lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or leases between such party and such ground lessee or lessees

Section 6 6    Limitation of Liability    Any person acquiring fee or leasehold title to any Parcel on the Property or any portion thereof, shall be bound by this Declaration only as to the Parcel or portion of the Parcel acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of such Parcel or portion of the Parcel, and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Paragraph, the easements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said tracts running with the land

Section 6 7    Insurance, Indemnification, Waiver of Subrogation    Each Party will at all times maintain or cause to be maintained with respect to its Parcel (i) property insurance against loss or damage by fire, lightning and other risks customarily covered by an all-risks policy of property insurance for the full replacement cost of the Improvements located thereon and (ii) commercial general liability insurance (including contractual liability coverage) against claims for bodily injury, death or property damage occurring on, in or about such Party's Parcel

combined single limit coverage of not less than ONE MILLION DOLLARS (\$1,000,000 00) per occurrence

To the extent not covered by the insurance policies described above, each Party (the "Indemnitor") will pay, and indemnify and save harmless the other Party (the "Indemnitee") from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) any injury to or death of a person or loss of or damage to property occurring on the Indemnitor's Parcel, (ii) any use or condition of the Indemnitor's parcel in violation of this Agreement, and (iii) any negligence or tortious acts of the Indemnitor or any of his tenants, licensees, invitees, customers, agents or employees

Each party (the "Releasor") hereby releases the other Party (the "Releasee") from any and all liability or responsibility to the Releasor or anyone claiming through or under the Releasor by way of subrogation or otherwise for any incurred loss or damage to any person or property caused by fire or other peril or other such loss, damages, or other insured event or negligence of the Releasee, or anyone for whom such Releasee may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the Releasor's policy or policies of insurance shall contain a waiver of subrogation endorsement, to the effect that any such release shall not adversely affect or impair said policy or policies or prejudice the right of the Releasor to recover thereunder

Section 6.8   Term and Enforcement   The easements, restrictions and obligations created and imposed herein shall be effective upon the date hereof, shall run with the land, and shall inure to the benefit of and be binding upon the Declarants, their heirs, executors,

administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such Declarants. Said easements, restrictions and obligations shall be unaffected by any change in the ownership of any property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. In the event of breach or threatened breach of this Declaration any Owner shall be entitled to institute proceedings for full and adequate relief, including but not limited to, specific performance and damages from the consequences of said breach or threatened breach. In the event of a breach hereof, the non-prevailing Party shall pay the reasonable attorney's fees of the prevailing Party(s). Enforcement hereunder shall be sought solely against the then owner of the Property or of the Parcel (or the owner of an interest in such Property or Parcel) alleged to be in default subject to the limitation on liability as set forth in Section 6.6 thereof.

Section 6.9 Severability In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 6.10 Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterpart shall constitute one and the same instrument.

Section 6.11 Relationship of the Declarants Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or

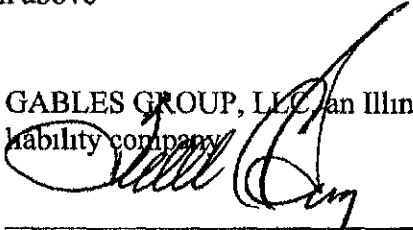
among the Declarants. It is understood that the relationship between the Declarants is an arms length one that shall at all times be and remain that of separate owners of real property. No party shall have the right to act for or on behalf of another party, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the party to be charged or bound.

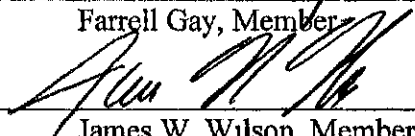
Section 6.12 Amendment, Modification and Termination This Declaration may be amended, modified, or terminated by a written agreement, executed and acknowledged by all of the Owners, and recorded against each Parcel. This Declaration shall not be otherwise amended, modified, or terminated.

IN WITNESS WHEREOF, the Declarants hereto have executed and delivered this Agreement as of the day and year first written above.

By

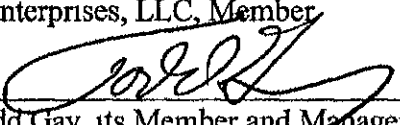
GABLES GROUP, LLC, an Illinois limited liability company

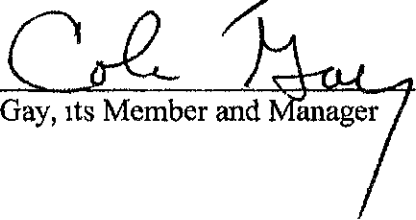
  
Farrell Gay, Member

  
James W. Wilson, Member

T & C G Enterprises, LLC, Member

By

  
Todd Gay, its Member and Manager

  
Cole Gay, its Member and Manager

THE GABLES III, L.L.C.

By

James W. Wilson  
James W. Wilson, its Sole Member  
and Manager

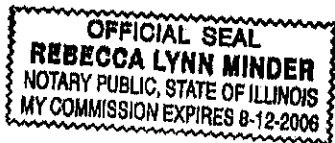
STATE OF ILLINOIS )

SS

COUNTY OF SANGAMON )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO  
HEREBY CERTIFY that Farrell Day, member of GABLES  
GROUP, LLC, 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

Given under my hand and official seal, this 1<sup>st</sup> day of April, A D  
2005



Rebecca Lynn Minder  
Notary Public

STATE OF ILLINOIS )

SS

COUNTY OF SANGAMON )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO  
HEREBY CERTIFY that James W. Wilson, Member of GABLES  
GROUP, LLC, 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

Given under my hand and official seal, this 22 day of April, A D  
2005

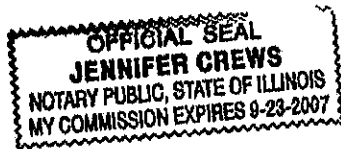
Jennifer Crews  
Notary Public



STATE OF ILLINOIS       )  
                                  )  
COUNTY OF SANGAMON )       SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO  
HEREBY CERTIFY that Todd Gay, Member & Manager of T & C G  
Enterprises, LLC, 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

Given under my hand and official seal, this 22 day of April, A D  
2005



Jennifer Crews  
Notary Public

STATE OF ILLINOIS       )  
                                  )  
COUNTY OF SANGAMON )       SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO  
HEREBY CERTIFY that Cole Gay, Member & Manager of T & C G  
Enterprises, LLC, 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

Given under my hand and official seal, this 22 day of April, A D  
2005

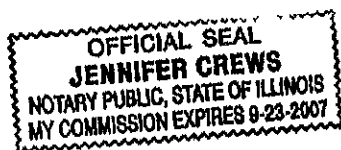


Jennifer Crews  
Notary Public

STATE OF ILLINOIS       )  
                                  )  
COUNTY OF SANGAMON )       SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO  
HEREBY CERTIFY that James W. Wilson, Member & Manager of THE  
GABLES III, L L C , 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

Given under my hand and official seal, this 22 day of April, A D  
2005



Jennifer Crews  
Notary Public

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EXHIBIT A

Gables South

Lots 512, 513 and 514 in Koke Mill East Planned Unit Development 13<sup>th</sup> Plat,  
according to the plat thereof recorded May 19, 1988 as Document Number  
E03201 Situated in Sangamon County, Illinois

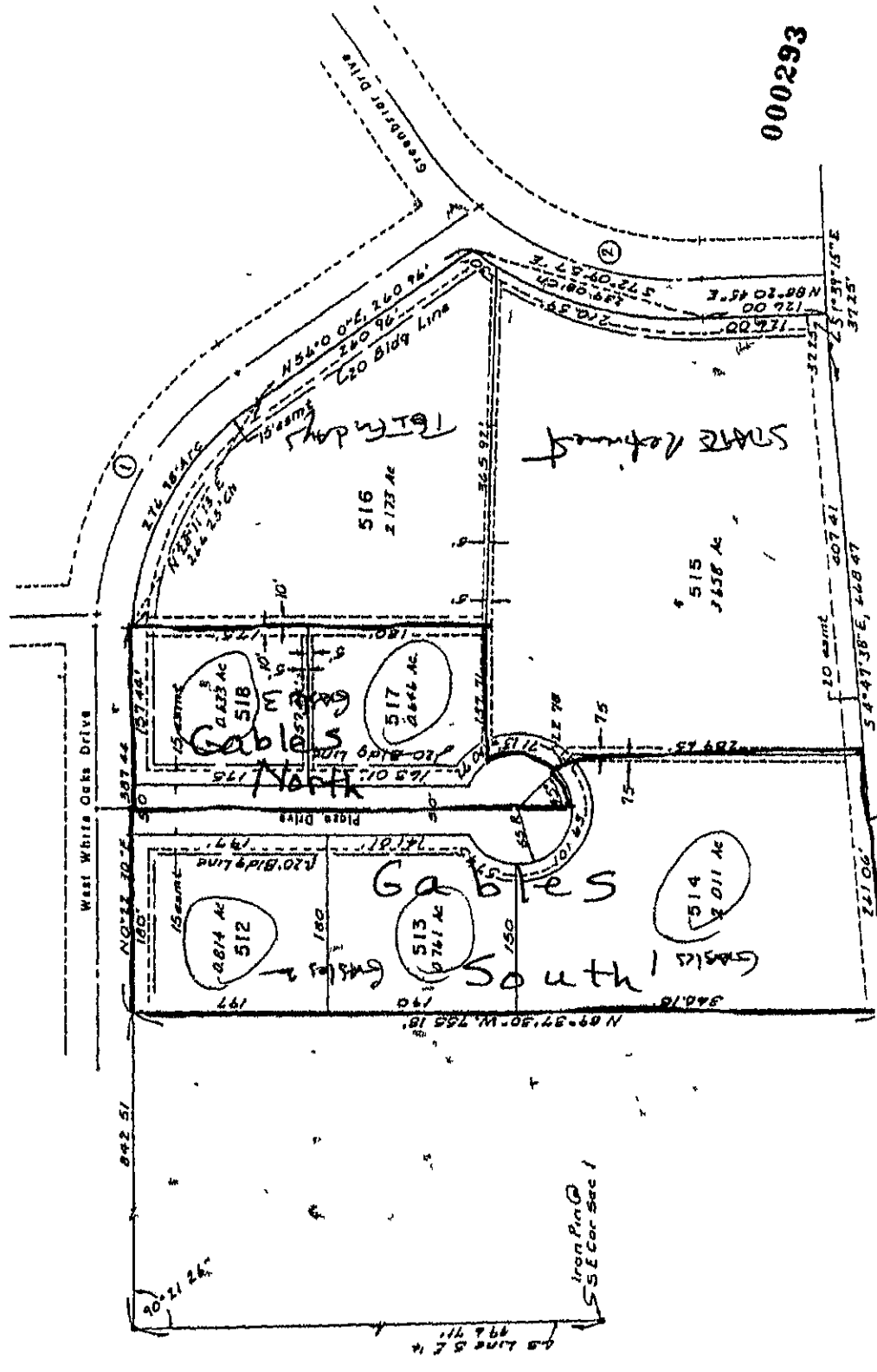
Tax I D Nos 21-01-477-010 and 21-01-477-004

Commonly known as 2808 - 2922 Plaza Drive, Springfield, Illinois 62704

# KUNE MILL LAND PLANNED UNIT DEVELOPMENT THIRTEENTH PLAT

Part of the Southeast Quarter of  
Section 1, T15N, R6W, 3rd P.M.  
11.297 Acres

Owner:  
Town & Country Bank of Springfield  
Trustee under Trust TA-234  
Developer:  
The Kune Mill East Joint Venture  
1750 Webash Ave, Suite D  
Springfield, Ill 62704



000293

EXHIBIT C

Gables North

Lot 517 and 518 in Koke Mill East Planned Unit Development, Thirteenth Plat  
Situating in Sangamon County, Illinois

Tax I D Nos 21-01-477-012 and 21-01-477-014

Commonly known as 2925 - 2935 Plaza Drive, Springfield, Illinois 62704

★★★★

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