

22

PROTECTIVE COVENANTS  
FOR PIPER GLEN

KNOW ALL MEN BY THESE PRESENTS:

That Piper Glen Development Corporation, being the developer of the land described in Section I of this declaration and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned, and their successors and assigns, hereby declare that the property described in Section I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

SECTION I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several sections and subdivisions of this declaration is more particularly described as follows:

Part of Section 6, Township 14 North, Range 5 West and part of Section 31, Township 15 North, Range 5 West, all of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows:

9-6-95  
95-30127

000771

Beginning at the southwest corner of the Southeast Quarter of said Section 31; thence South 89 degrees 47 minutes 16 seconds East along the south line of said Southeast Quarter, a distance of 931.35 feet to the westerly right of way line of the former Illinois Terminal Railroad; thence Southwesterly along said westerly right of way line, a distance of 3,531.09 feet; thence North 89 degrees 09 minutes 51 seconds West, a distance of 972.17 feet; thence North 00 degrees 10 minutes 17 seconds East parallel with the west line of said Section 6, a distance of 1,320.00 feet; thence North 89 degrees 09 minutes 51 seconds West, a distance of 1,288.81 feet to the east right of way line of F.A. Route 68 (Illinois Route 4); thence North 00 degrees 06 minutes 52 seconds East along said east right of way line, a distance of 219.00 feet; thence North 02 degrees 58 minutes 38 seconds East along said east right of way line, a distance of 100.12 feet; thence North 02 degrees 44 minutes 54 seconds West along said east right of way line, a distance of 100.12 feet; thence North 00 degrees 08 minutes 52 seconds East along said east right of way line, a distance of 1,499.09 feet to the north line of the fractional Northwest Quarter of said Section 6; thence South 89 degrees 47 minutes 16 seconds East along said north line and said east right of way line a distance of 121.60 feet; North 00 degrees 02 minutes 27 seconds West along said east right of way line, a distance of 1,650.98 feet; thence North 05 degrees 07 minutes 14 seconds West along said east right of way line, a distance of 180.71 feet; thence North 00 degrees 02 minutes 27 seconds West along said east right of way line, a distance of 245.00 feet; thence North 13 degrees 15 minutes 59 seconds East along said east right of way line, a distance of 590.86 feet; thence North 08 degrees 34 minutes 18 seconds West along said east right of way line, a distance of 146.22 feet; thence North 31 degrees 06 minutes 43 seconds East, a distance of 628.06 feet to the north line of the south Quarter of the Northwest Quarter of said Section 31; thence south 89 degrees 38 minutes 54 seconds East along said north line, a distance of 2,499.57 feet; thence South 00 degrees 28 minutes 04 seconds West, a distance of 667.36 feet to the north line of the Southeast Quarter of said Section 31; thence South 89 degrees 38 minutes 54 seconds East along said north line, a distance of 329.77 feet; thence south 00 degrees 22 minutes 33 seconds West, a distance of 990.03 feet; thence South 44 degrees 12 minutes 43 seconds West, a distance of 476.70 feet; thence North 89 degrees 37 minutes 23 seconds West, a distance of 339.00 feet to the west line of the Southeast Quarter of said Section 31; thence south 00 degrees 11 minutes 33 seconds West along said west line,

000772

a distance of 1,327.71 feet to the point of beginning, containing 397.24 acres, more or less.

## SECTION II

To insure the best use and most appropriate development and improvement of each lot, to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations hereof on each lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures and in general to provide adequately for high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein, the real estate described in Section I hereof is hereby subject to the following conditions, restrictions, covenants, reservations and charges, to-wit:

1. All construction must be in compliance with the zoning regulations that apply to each lot.

000773

2. On single family lots 248-331, 209-224, 234-245 and 336-439, each residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 2000 square feet for a one story dwelling, or a minimum ground floor area of 1200 square feet and a total of 2400 square feet for a two story dwelling. On single family lots 98-190 each residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 1800 square feet for a one story dwelling, or a minimum ground floor area of 1000 square feet and a total of 2200 square feet for a two story dwelling. On condominium-duplex lots 63-75, 182-191, 337-340, 201-214 and 231-238 (zoned R-3) each side of each residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 1500 square feet for a one story dwelling, or a minimum of 1000 square feet and a total of 1700 square feet for a two story dwelling. No bi-level or tri-level residence may be constructed anywhere in the subdivision without the approval of the Architectural Control Committee.

Each garage must at a minimum provide space for at least two cars and must be attached to the dwelling (except for lots zoned R-4 & R-5) unless otherwise approved by the Architectural Control Committee.

000774

3. Any residential unit, including attached porches, breezeways and garages, shall not be erected on any lot nearer to the front lines of said lot than as follows: All single family and condominium duplex lots will have a 30 foot setback line at the front. Lots 195-439 must have 10 feet sideyards on either side of the home and be no closer than 20 feet to the rear lot line, with the exception of lots adjacent to the golf course which must be no closer than 30 feet to the rear lot line. On all other single family and condominium-duplex lots, the setback lines will be in accordance with City of Springfield zoning regulations. Corner lots shall have a setback from the side street line of not less than 50% of the required setback for front yards. Each residential dwelling shall face a subdivision street. Driveways shall have a minimum width of eighteen (18) feet to serve at least a two car garage, except for driveways leading to rear or side entrance garages, which shall have a minimum width of ten (10) feet. All driveways shall be paved with concrete, blacktop, or brick its entire length.

000775

4. On all lots not designated for single family homes or condominium-duplexes, construction must be in compliance with City of Springfield zoning regulations and be approved by the Architectural Control Committee.
5. All utilities, including telephone, electric and television cables other than for temporary service during construction shall be underground. The City of Springfield reserves the right to install overhead electric service on the perimeter of the subdivision.
6. Each dwelling shall be connected to public sewer.
7. Lot owners acknowledge that Piper Glen Golf Course is a privately owned public golf course. As such, lot owners and guests may not use the facilities or enter onto the property unless doing so in the normal course of playing golf as a daily fee player. Pets are never permitted on the golf course. Fishing or swimming in golf course lakes is prohibited.
8. All sump pumps must discharge into drainage swales, or if provided by the developer, into the drainage tile at the rear of the lots.

9. No building, including detached structures temporary or permanent, shall be erected, driveway constructed, swimming pool installed, or transformers and distribution pedestals for main lines and house leader installed, or any of the same altered or relocated until the construction plans and front elevation, specifications and plot plan showing the location of such improvements or structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and color of external design with existing structures and as to location with respect to topography and finished grade elevation. In an attempt to obtain harmonious exterior appearances, no dwelling may use the same exterior design or color scheme as any other dwelling located within 400 feet in any direction without the approval of the Architectural Control Committee. Grade lines shall be in conformity with the adjacent lots and golf course and shall not interfere with the drainage from the adjoining lots or golf course. No above ground swimming pools, solar panels, or television antennas may be installed. Satellite dishes may be installed according to the following guidelines: Dishes may not be larger than 18" in diameter(ex. RCA type), must be mounted on the ground, must stay within the

000777

---

same sideyard setbacks as used for the dwelling on the lot including a minimum 20' from the rear lot line (30' for lots on the golf course) and have minimal landscaping around them. If a lot is zoned for multiple dwelling units, the number of satellite dishes may be the same as the number of dwelling units.

No fence or wall shall be erected, placed or altered without the prior written approval of the Architectural Control Committee. With respect to lots bordering upon the golf course or lakes, no structure, fence, wall or planting shall be erected in the rear 30 feet without the permission of the Architectural Control Committee. It is the intent of this covenant to provide a reasonable view of the golf course and lakes to all owners of lots bordering upon the golf course and lakes. It is not intended to prohibit all structures and fences, but merely to control the nature and extent thereof.

The Architectural Control Committee is composed of John W. Klemm, Susan C. Klemm, and Vicki Gallagher. A majority of the committee may designate a representative to act for them. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full authority to designate successors. Neither the members of the Committee nor its designated

000778



representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event said Committee, or its designated representative, fails to approve or disapprove, in writing, any request required to be submitted to the committee, within 30 days after the plans and specifications or plot plans or other requests have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to any violation of the requirements of paragraphs 1 through 7 of these Protective Covenants. All submissions under this paragraph shall be in writing and submitted to John W. Klemm at 7112 Piper Glen Drive, Springfield, Ill. 62707 or such other place as he may designate from time to time.

10. All construction must be diligently pursued to completion within a reasonable period but in no case to exceed one (1) year. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior.

000779

nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any building site at any time as residence either temporarily or permanently.

11. No lot owner or occupant shall permit any commercial vehicle, trailer including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or alongside of the lot for more than 48 hours. This shall not prevent the lot owner or the occupant from storing a commercial vehicle owned by such owner or occupant or used by him in his business in the garage on the premises.
12. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation and carrying on of any trade, business or industry.
13. The owner of any vacant lot shall cut the weeds and maintain the same in a proper condition.

14. Easements for installation and maintenance of utilities, storm sewers and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility. An easement is hereby reserved for telephone and electric lines to extend underground which shall be located on the utility easement or on the public highway across any property in the subdivision to serve improvements on other properties in the subdivision.

15. The topography and finished grade elevation of each home site must be consistent with the grade line and elevation of the other homesites in the subdivision and the golf course. Final determination as to the first floor elevation shall be made by the Architectural Control Committee. AS PART OF THE OVERALL APPROVAL PROCESS, IN ADDITION TO SUBMITTING THE PLAN, THE OWNER/BUILDER MUST COMPLETE AND SIGN A FORM IDENTIFYING THE COLOR OF THE BRICK, SIDING,

ROOF AND WINDOWS AND STATE THE ELEVATION OF THE TOP OF THE FOUNDATION FROM THE BACK OF THE CURB. ANY SUBSEQUENT CHANGES TO THE FEATURES AFTER APPROVAL MUST BE SUBMITTED AND APPROVED IN WRITING. ALL PLANS SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL WILL BE RETAINED.

16. Fireplaces placed on the outside wall of single family or condominium duplex residences must be covered in brick or stone unless approved otherwise by the Architectural Control Committee.
17. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
18. On lots with residential zoning, no sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
19. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

000782

---

20. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any lot until such lot is improved with a habitable dwelling.
21. No lot 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
22. No lot owner shall cut or remove any living tree having a diameter of 4 inches or more measured at a point 12 inches above the ground, without the approval of the Architectural Control Committee.
23. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, or shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil

000783

or natural gas shall be erected, maintained or permitted on any lot.

24. No one shall alter the flood plain as it is shown on the final recorded plat.
25. The Architectural Control Committee shall have the power to reduce side-yard requirements by not more than twenty-five percent (25%) of the required side yard and to reduce the rear yard requirements by not more than twenty-five percent (25%) of the applicable required rear yard; the Committee shall have the further power to reduce minimum dwelling size requirements where the size, shape and location of the lot warrants such variance in the opinion of the Architectural Control Committee.
26. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision and ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

27. The approval of the Architectural Control Committee of any plans and specifications, plot plan, grading or other plan or matter requiring approval as herein provided, shall be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.

28. Where a building site consists of more than one lot, the above provisions shall be applicable to the boundary lines of a building site rather than the platted lot lines. Accordingly, the Architectural Control Committee shall have the power to increase the side yard requirements to a minimum of fifteen percent (15%) of the width of the building site at

000785

the building setback line where the building site consists of more than one lot. This power is in addition to the power of the Architectural Control Committee set forth in Section II, paragraph 21 above.

29. All buildings erected on any building site shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed or maintained prior to erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.
30. During the course of construction all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No

000786



burning shall take place, of debris, upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. A lot owner or lot purchaser violating this covenant individually or through his contractor may be assessed by the subdivider or the Homeowner's Association up to \$10 per day for violations, if any, occurring after notice is given of any prior violation.

31. No person, firm, or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.
  
32. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line, either edge of any driveway, and

000787

a line connecting a point thirty (30) feet outward from either side of a driveway and a point on the edge of the driveway toward the building fifteen (15) feet from the street right-of-way line.

33. All property owners shall provide a garage for the number of automobiles in use by the residents on the property. All property owners or residents in the subdivision owning or possessing trucks, trailers, campers, boats, motorcycles or motor homes which they desire to park in the subdivision shall provide and use an enclosed garage for the storage of same when not in motion.

34. The failure of the Architectural Control Committee, any building site owner or the present owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

35. No antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any lot at any

000788

- time, either temporarily or permanently.
36. The overflow system, detention system and drainage pipe on the golf course shall be maintained by the owners of lots 445 and 446 (the golf course).

### SECTION III

A homeowners association will be formed to maintain the park areas, playground equipment, swimming pool, custom mailboxes, subdivision signage and any common lighting used in the subdivision.

Membership in the Association is mandatory for each lot occupied by a residential unit and each lot owner shall have one (1) vote. Commercially zoned lots may be members and will pay a lower annual fee to maintain only the custom mailboxes, common lighting and subdivision signage. A three-member board shall be elected by the membership as the governing body of the Association. The board shall determine the annual dues to be paid by each member and the amount shall be the same for each lot. If any owner shall fail to pay the annual dues within thirty (30) days to the due date, the board may file a lien against the real estate and bring suit to enforce collection. Until the developer no longer owns 51% of the lots in the subdivision, the Architectural Control Committee shall serve as the board. Thereafter, the three-member board shall also serve as the Architectural Control Committee.

000789

---

The developer may modify these covenants for a period not to exceed five (5) years from date these covenants are recorded in Sangamon County.

#### SECTION IV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, notwithstanding the above stated provision regarding the Developers' ability to modify the covenants for five (5) years, after which time, said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by seventy percent (70%) of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part, except for Section II, item 24 and all of Section III, which shall run in perpetuity.

#### SECTION V

All lot owners voluntarily assume all risks of accident or damage to their person or property and that of their family and guests while utilizing the facilities of Piper Glen subdivision and Piper Glen Golf Course and all risks of accident or damage to their person or property and that of their family and guests resulting from golf balls struck by golfers utilizing the facilities of Piper Glen and Piper Glen Golf Course. They agree to hold harmless Piper Glen

000790

Golf Course, Piper Glen Development Corporation and Bob Lohmann Golf Designs, their officials and employees, from any claim, liability or demand of any kind for or on account of any such personal injury or property damage or loss of any kind which they, their family or guests, may sustain. Lot owners also agree to indemnify, defend and hold harmless Piper Glen Golf Course, Piper Glen Development Corporation and Bob Lohmann Golf Designs from any claim, liability or loss of any kind sustained by a third party resulting from the undersigned's acts or omissions or the acts or omissions of their family or guests.

SECTION VI

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

SECTION VII

Invalidation 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.

SECTION VIII

IN WITNESS WHEREOF, Piper Glen Development Corporation has caused its name to be affixed hereto this 11<sup>th</sup> day of August, 1995.

PIPER GLEN DEVELOPMENT CORPORATION

BY 

000791

63<sup>2</sup>/<sub>06</sub>

SANGAMON COUNTY  
ILLINOIS

95-30127

95 SEP -6 PM 3: 34

*Mary Ann Samuel*  
RECORDER

RETURN ADDRESS

Piper Glen Dev Corp.  
5201 Eagle Ridge  
Springfield IL 62707

\*\*\*\*\* 000792

Prepared by:

Piper Glen Development Corp.  
7112 Piper Glen Drive  
Springfield, IL 62707

Return to:

Piper Glen Development Corp.  
7112 Piper Glen Drive  
Springfield, IL 61707

SANGAMON COUNTY  
ILLINOIS

98-21295

98 APR 23 PM 1:07

*Mary Ann Sanner*  
RECORDER

AMENDMENT TO PROTECTIVE COVENANTS TO PIPER GLEN

WHEREAS, the Protective Covenants for Piper Glen Subdivision in Sangamon County, Illinois (the "Covenants") are set forth in an agreement dated August 11, 1995 and recorded as Document No. 95-30127 on September 6, 1995 at Pages 771-792 in the Recorder's Office of Sangamon County, Illinois; and

WHEREAS, the location of the improvements on Lot 190 of Piper Glen, First Addition was completed in such a manner as to result in violation of setback requirements for the front, side and rear yards as required by the City of Springfield and the Covenants; and

WHEREAS, the City of Springfield adopted on March 4, 1998 Ordinance No. 97-105 granting a variance to the setback requirement for the front yard for a portion of said Lot 190, a copy of said ordinance being attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Section III of the Restrictive Covenants allows the developer the ability to modify the Covenants for a period of five years; and

WHEREAS, the developer desires to amend the Covenants to provide for approval of the front, side and rear setbacks currently in existence for Lot 190 as set forth on the Plat of Survey attached hereto and made a part hereof as Exhibit B.

NOW THEREFORE, the Restrictive Covenants are hereby amended by inserting the following language at the end of Section II, Paragraph 3:

"Notwithstanding any language to the contrary, the front, side and rear yard setback requirements for Lot 190 are reduced to the extent necessary in order to permit the improvements on said lot as set forth on the Plat of Survey prepared by Albers Engineering, Inc. in July 1996 to be

considered in compliance with all such requirements. In addition the developer of Piper Glen, the Architectural Committee of Piper Glen, the Homeowners Association of Piper Glen, and all successors and assigns to such persons and entities shall have no authority to deem the improvements of Lot 190 as set forth on such Plat of Survey to be in any violation of the setback requirements set forth herein."

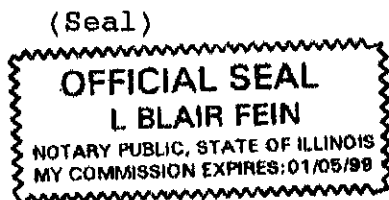
IN WITNESS WHEREOF, the undersigned has caused its name to be affixed this 22nd day of April, 1998 pursuant to the authority of its Board of Directors.

PIPER GLEN DEVELOPMENT CORP.

By *James Keenan*  
As its President

Subscribed and sworn to before  
me this 22nd day of April, 1998.

*L Blair Fein*  
Notary





**AN ORDINANCE GRANTING THE PROPERTY LOCATED AT  
6900 MONTROSE COURT, SPRINGFIELD, ILLINOIS,  
VARIANCE FROM SECTION 155.061 OF THE SPRINGFIELD  
ZONING ORDINANCE.**

DOCKET #97-105

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and,

WHEREAS, the Springfield Planning and Zoning Commission heard on October 15, 1997 a Petition for a Variance of Section 155.061 of the Springfield Zoning Ordinance on the property located at 6900 Montrose Court, legally described as follows:

Lot 190 of Piper Glen, First Addition to the City of Springfield, Sangamon County, Illinois except that part described as follows: Beginning at the Northeast corner of Lot 190, thence S.11°07'37"E., 138.10 feet on the East line of said Lot 190, to the Southeast corner of said Lot 190; thence S.78°45'31"W., 105.39 feet to a point on a curve concaved to the Northeast, having a radius of 55.00 feet; thence Northwesterly on said curve a chord bearing of N.22°59'50"W. a chord distance of 22.21 feet; thence N.27°36'27"E., 153.01 feet to a point on the North line of said Lot 190; thence N. 8°59'2"E., 14.45 feet on the North line of said Lot 190 to the point of beginning, containing 0.234 acres more or less,

to allow a twenty-three feet eight inch (23' 8") front yard instead of the required twenty-five feet (25'); and,

WHEREAS, all statutory notice requirements have been fulfilled in regard to said hearing; and,

WHEREAS, the Springfield Planning and Zoning Commission recommended that the Springfield City Council approve the Petition for Variance from Section 155.061; and,

WHEREAS, the Springfield City Council agrees with the recommendations of the Springfield Planning and Zoning Commission, and finds adequate factual basis for the requested variance, and determines that:

- (a) The property in question cannot be economically used or cannot yield a reasonable return if permitted to be used only for the conditions allowed by regulations. Although it does not appear that compliance would be physically possible, bringing property into compliance would actually cause serious economic hardship.
- (b) The plight of the owner is due to unique circumstances. The property is of unusual configuration and due to the curvature of the front lot line is difficult to perceive.
- (c) The variation, if granted, will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property, increase the congestion of traffic, or diminish or impair property values in the locality, as appears from the standards for variation, made a matter of record herein. Due to the minimal encroachment and the curve of the front lot line, no adverse impact is noted.

EXHIBIT <sup>A</sup>

000973

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:**

**Section 1:** That the property located at 6900 Montrose Court, as legally described above, is hereby granted variance from Section 155.061 of the Springfield Zoning Ordinance to allow a twenty-three foot eight inch (23'8") front yard instead of the required twenty-five feet (25').

**Section 2:** All ordinances, resolutions and parts thereof in conflict herewith be and the same are hereby repealed.

**Section 3:** The Zoning Administrator is hereby directed to amend the map according to the provisions stated herein.

**Section 4:** This Ordinance shall become effective immediately upon its passage.

PASSED: March 3, 1998

SIGNED: March 4, 1998

RECORDED: March 4, 1998

Karen Haseena  
MAYOR

ATTEST: [Signature]  
CITY CLERK

Approved as to legal sufficiency:

[Signature] 3-3-98  
Office of Corporation Counsel/Date

S:\APP\WFW\IN\GAWF\DOCS\ORDINANCE\ZONING\ORDINANCE\MENT.VAK

ALBERS ENGINEERING BUILDERS  
 2124 RENWICK DRIVE  
 SPRINGFIELD, IL 62704

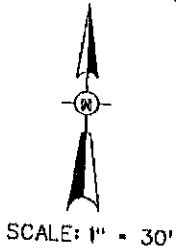
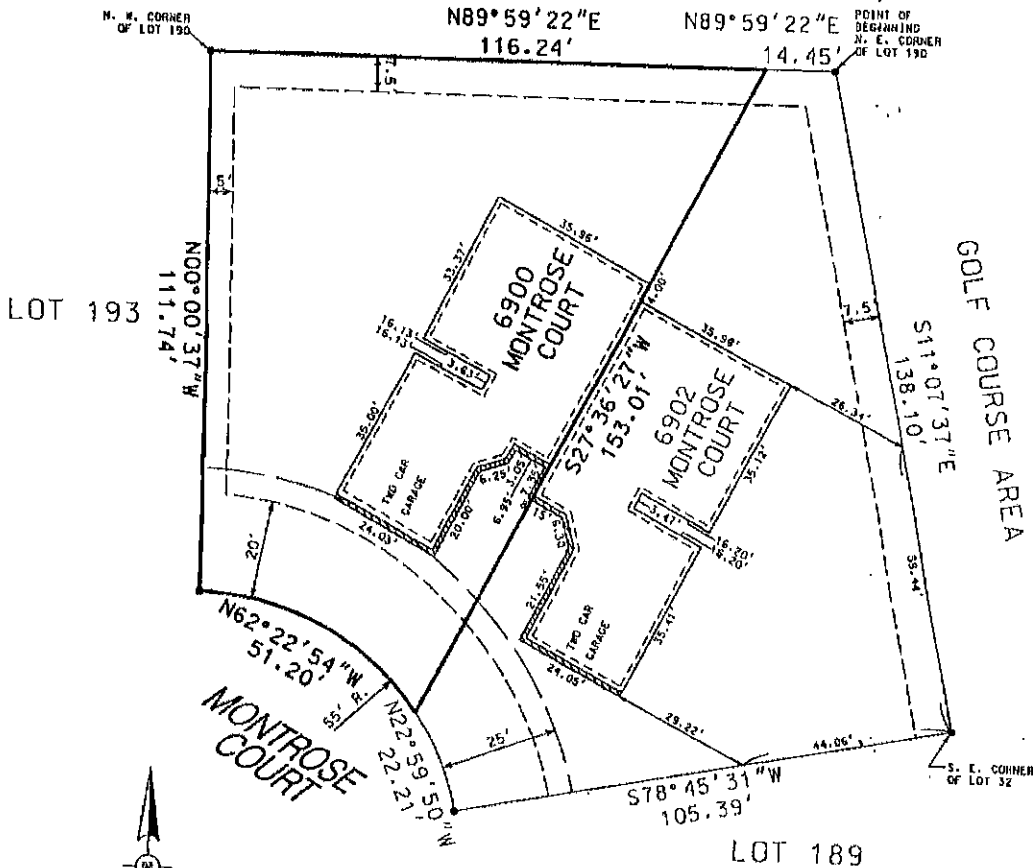


FROM: ALBERS ENGINEERING, INC.  
 P.O. BOX 7376  
 SPRINGFIELD, IL 62791  
 (217) 793-2244

# PLAT OF SURVEY

Lot 190 of Piper Glen, First Addition to the City of Springfield, Sangamon County, Illinois except that part described as follows: Beginning at the Northeast corner of Lot 190, thence S.11°07'37"E., 138.10 feet on the East line of said Lot 190, to the Southeast corner of said Lot 190; thence S.78°45'31"W., 105.39 feet to a point on a curve concaved to the Northeast, having a radius of 55.00 feet; thence Northwesterly on said curve a chord bearing of N.22°59'50"W., a chord distance of 22.21 feet; thence N.27°36'27"E., 153.01 feet to a point on the North line of said Lot 190; thence N.89°59'22"E., 14.45 feet on the North line of said Lot 190 to the point of beginning, containing 0.234 acres more or less.

## GOLF COURSE AREA



### LEGEND

- DENOTES IRON PIPE MONUMENT
- - - DENOTES UTILITY & DRAINAGE EASEMENT LINE
- — — DENOTES BUILDING SET BACK LINE

I DO HEREBY CERTIFY THAT I MADE A SURVEY IN THE MONTH OF July 1986  
 OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT CORRECTLY REPRESENTS  
 THE RESULTS OF SAID SURVEY.

*Joseph G. Albers*  
 JOSEPH G. ALBERS No. 1889  
 ALBERS ENGINEERING, INC.

EXHIBIT B-1

JOB No. 9661

000975

FOR: HOLLYWOOD BUILDERS  
 2124 RENWICK DRIVE  
 SPRINGFIELD, IL 62704

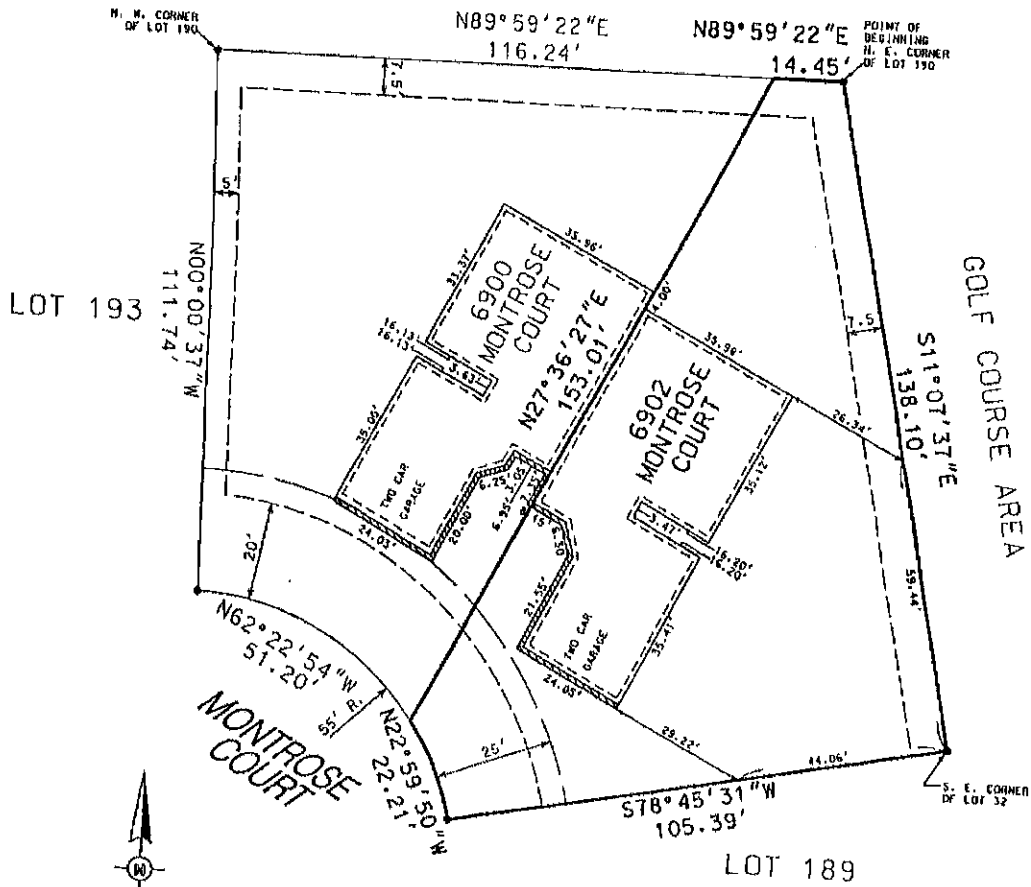


FROM: ALBERS ENGINEERING, INC.  
 P.O. BOX 7378  
 SPRINGFIELD, IL 62791  
 (217) 793-2244

# PLAT OF SURVEY

Part of Lot 190 of Piper Glen, First Addition to the City of Springfield, Sangamon County, Illinois described as follows: Beginning at the Northeast corner of Lot 190, thence S.11°07'37"E., 138.10 feet on the East line of said Lot 190, to the Southeast corner of said Lot 190; thence S.78°45'31"W., 105.39 feet to a point on a curve concaved to the Northeast, having a radius of 55.00 feet; thence Northwesterly on said curve a chord bearing of N.22°59'50"W. a chord distance of 22.21 feet; thence N.27°36'27"E., 153.01 feet to a point on the North line of said Lot 190; thence N.89°59'22"E., 14.45 feet on the North line of said Lot 190 to the point of beginning, containing 0.223 acres more or less.

## GOLF COURSE AREA



SCALE: 1" = 30'

### LEGEND

- DENOTES IRON PIPE MONUMENT
- - - DENOTES UTILITY & DRAINAGE EASEMENT LINE
- — — DENOTES BUILDING SET BACK LINE

I DO HEREBY CERTIFY THAT I MADE A SURVEY IN THE MONTH OF July, 1996  
 OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT CORRECTLY REPRESENTS  
 THE RESULTS OF SAID SURVEY.

*Joseph G. Albers*  
 JOSEPH G. ALBERS No. 1002  
 ALBERS ENGINEERING, INC.

EXHIBIT B-2

000976

5

31  
Out

2003R46499

07/03/2003 01:22PM

SANGAMON COUNTY  
ILLINOIS

\$31.00  
5  
PATTY

MARY ANN LAMM  
SANGAMON COUNTY RECORDER

**PREPARED BY**  
**AND RETURN TO:**

Sorling, Northrup, Hanna,  
Cullen & Cochran, Ltd.  
Todd M. Turner, of Counsel  
Suite 800 Illinois Building  
P.O. Box 5131  
Springfield, IL 62705  
Telephone: 217.544.1144

**SECOND AMENDMENT TO PROTECTIVE**  
**COVENANTS TO PIPER GLEN**

WHEREAS, the Protective Covenants for Piper Glen Subdivision in Sangamon County, Illinois (the "Covenants") are set forth in a document dated August 11, 1995, and recorded as Document No. 95-30127 on September 6, 1995, at Pages 771-792 in the Recorder of Deeds Office of Sangamon County, Illinois; and

WHEREAS, the Protective Covenants were amended by the document entitled Amendment to Protective Covenants to Piper Glen recorded as Document No. 98-21295 and recorded April 23, 1998 with the Recorders Office of Sangamon County, Illinois; and

WHEREAS, Section IV of the Protective Covenants allows for amendment to the Covenants in the event seventy percent (70%) of the then owners of building sites agree to amend the Covenants; and

WHEREAS, as set forth in the attached Affidavit, seventy-six and one-half percent (76 ½%) of the owners of building sites desire to add a second amendment to the Protective Covenants to

Piper Glen as set forth below:

KNOW ALL PERSONS BY THESE PRESENT:

That the members of the Piper Glen Subdivision Association Inc., pursuant to Illinois law, the Protective Covenants and By-Laws have voted to Amend the Protective Covenants as herein set forth. Seventy Six and One-Half (76.5%) percent of the members and owners have voted in favor of the Amendment. The Protective Covenants are amended as follows:

1. SECTION III of the Covenants is amended to read as follows:

SECTION III

A homeowners association will be formed to maintain the park areas, playground equipment, swimming pool, custom mailboxes, subdivision signage and any common lighting used in the subdivision.

Membership in the Association is mandatory for each lot occupied by a residential unit and each lot owner shall have one (1) vote. Commercially zoned lots may be members and will pay a lower annual fee to maintain only the custom mailboxes, common lighting and subdivision signage. The homeowners association formed pursuant to these Covenants shall have a board of directors elected by the members, and such board shall be made up of at least three directors or more as the association shall provide from time to time in its Articles of Incorporation or Bylaws. Procedures for election of the board shall be as set forth by the board in any rules or regulations it adopts. The board shall determine the annual dues to be paid by each member and the amount shall be the same for each lot. If any owner shall fail to pay the annual dues within thirty (30) days from the due date, the board may file a lien against the real estate and bring suit to enforce collection. Until the developer no longer owns 51% of the lots in the subdivision, the Architectural Control Committee shall serve as the board. Thereafter, the Board of Directors shall appoint two of its members to serve on the three member Architectural Control Committee with the third member being a representative of the developer in accordance with Section II (9). When the subdivision development is essentially complete, the developer will withdraw his representative from the Committee, and the Committee will then be totally subordinate to the Board of Directors.

2. SECTION IV of the Covenants is amended to read as follows:

SECTION IV

These covenants are to run with the land and shall be binding all owners of record, whether or not these Covenants are contained in the owner's deed, and on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, notwithstanding the above stated provision regarding the Developer's ability to modify the covenants for five (5) years, after which time, said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by seventy percent (70%) of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part, except for Section II, item 24 and all of Section III, which shall run in perpetuity.

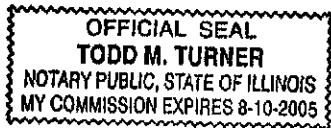
PIPER GLEN SUBDIVISION ASSOCIATION, INC.

By: Keith Bonn  
Keith Bonn, President

STATE OF ILLINOIS        )  
  )  
  )        SS.  
COUNTY OF SANGAMON )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KEITH BONN of PIPER GLEN SUBDIVISION ASSOCIATION, INC., personally known to me to be the President of said corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and upon oath acknowledged that the foregoing testimony was his free and voluntary act.

Given under my hand and notarial seal this 19th day of June 2003.



Todd M. Turner  
Notary Public

**AFFIDAVIT OF KEITH BONN**

Upon, oath, I, Keith Bonn, a competent person of the age of majority hereby testify and state as follows:

1. My name is Keith Bonn and I am president of the Piper Glen Subdivision Association, Inc., an Illinois not-for-profit corporation (the "Association").
2. I am 55 years of age and I reside in the Piper Glen Subdivision at 2408 Wyndemere Bay, Springfield, Illinois.
3. The Association was formed pursuant to Illinois law and Section III of the Protective Covenants of Piper Glen.
4. As president of the association I have read the Protective Covenants and am familiar with its contents.
5. Section IV of the Protective Covenants provides that the Protective Covenants can be amended if done so in writing with the approval of at least 70% of the then owners of building sites in the Subdivision.
6. Upon the recommendation of the Board of Directors of the Subdivision, certain amendments were proposed to the building site owners that would amend Section III and Section IV of the Protective Covenants. The foregoing attached hereto is a true and exact copy of the amendments that were proposed to the building site owners.
7. Between April 3, 2003 and May 21, 2003, the proposed amendments were circulated with the building site owners and their signatures were sought for approval of the amendments. During this time frame signatures representing 274 building sites were obtained which constituted 76 1/2 % of the building sites.
8. The signatures so collected are kept with the official records of the Piper Glen Subdivision Association.
9. The requisite signatures were obtained to amend the Protective Covenants and the Board of Directors of the Association caused the amendment to be placed of record with the Recorder of Deeds of Sangamon County, Illinois, and the amendment thereby has taken effect.
10. I have personal knowledge of all the above that was gained while president of the Association.



Further Affiant Sayeth Not.

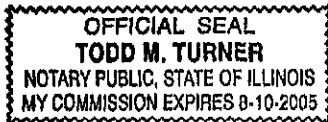
Keith Bonn  
KEITH BONN

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF SANGAMON )        SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KEITH BONN of PIPER GLEN SUBDIVISION ASSOCIATION, INC., personally known to me to be the President of said corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and upon oath acknowledged that the foregoing testimony was his free and voluntary act.

Given under my hand and notarial seal this 19th day of June 2003.

Todd M. Turner  
Notary Public



**NOTICE**

**THE FOLLOWING PAGE NUMBER'S**

1541 <sup>Then</sup> 1545, \_\_\_\_\_, (S),

**PRECEDING DOCUMENT NUMBER**

**2003R 46499 DATED 7/3/03**

**\_\_\_\_\_, 2003 WAS (WERE) NOT USED**

**IN THE SCANNING & MICROFILM**

**PROCESS OF THE RECORDS OF THE**

**SANGAMON COUNTY RECORDER'S**

**OFFICE.**

**BY: Bruce Bilyew DATED: 7/10/03**

**APPROVED: BWB DATED: 7/10/03**

2 - #29 06

2003R09479

**PREPARED BY AND  
RETURN TO:**

Todd M. Turner  
Sorling, Northrup, Hanna,  
Cullen and Cochran, Ltd.  
Suite 800 Illinois Bldg.  
P.O. Box 5131  
Springfield, IL 62705  
Telephone: 217/544-1144

02/20/2003 01:46PM

SANGAMON COUNTY  
ILLINOIS

\$29.00  
2  
PATTY

MARY ANN LAMM  
SANGAMON COUNTY RECORDER

**NOTICE OF ASSOCIATION FEES**

TAKE NOTICE any lot in the Piper Glen Subdivision, 1 through 8 Additions, Springfield, Sangamon County, Illinois, is subject to the Protective Covenants for Piper Glen as recorded on September 6, 1995, as document number 95-30127. These Covenants provide for mandatory membership and payment of Association fees and dues as set forth in the Protective Covenants and Bylaws of the Association. Buyers shall take note and make inquiry with the Piper Glen Subdivision Association regarding payment status of said fees prior to purchase of the lot. Inquiries should be made to:

Piper Glen Subdivision Association, Inc.  
6801 Preston Drive  
Springfield, IL 62707

Dated: February 7, 2003.

PIPER GLEN SUBDIVISION ASSOCIATION, INC.

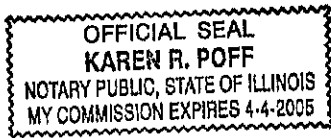
By: Keith Bonn  
Keith Bonn, President

**001265**

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF SANGAMON )        SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KEITH BONN of PIPER GLEN SUBDIVISION ASSOCIATION, INC., personally known to me to be the President of said corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President he signed, sealed, and delivered the foregoing instrument and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, pursuant to authority of its Board of Directors, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7 day of February 2003.



Karen R. Poff  
Notary Public

0371042.001        1/22/2003TMTkrp

\*\*\*\*\*

001266