DECLARATIONS OF COVENANTS AND RESTRICTIONS

FOR WEST KOKE MILL SECOND ADDITION

This Declarations of Covenants and Restrictions is made and published this 31st day of July, 1989; by and between WEST KOKE MILL DEVELOPMENT CORPORATION, having its principal place of business located in Springfield, Illinois, (hereinafter referred to as "Developer", and any and all persons, firms or corporations hereafter acquiring any of the property legally described as:

> West Koke Mill, Second Addition (legally described in Exhibit A attached hereto) and recorded as Document No. NO19817 on AUG 10 1989, 1989.

WHEREAS, it is in the best interest of the Developer, as well as to the benefit, interest, and advantage of each and every person or other entity hereafter acquiring any of the heretofore described property that certain covenants and restrictions governing the regulation, the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land, and

WHEREAS, the Developer desires to provide the preservation of the values and amenities and desirability and attractiveness of said rea property, and for the continued maintenance and operation of such recreational, drainage, retention and common areas as may be provided, and to facilitate such goals that the Developer has established a homeowners association called West Koke Mill Association (hereinafter

referred to as "Association") for the enforcing of all regulations and covenants stated in this declaration.

NOW, THEREFORE, in consideration of the premises, the Developer agrees with any and all persons, firms, corporations or any other entities hereafter acquiring any of the said property that the same shall be and is hereby subject to the Declarations of Covenants and Restrictions for:

West Koke Mill First Addition, recorded as Document E-18099 on October 14, 1988

relating to the use and occupancy of the foregoing real estate, said restrictions to be construed to be covenants running with the land, and which shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof, and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the property by acceptance of a deed, contract for deed or other conveyance of any interest in or to said properties, and regardless of whether the same shall be signed by such person, and whether or not such persons shall otherwise consent in writing, shall take such property interest subject to said declaration, and to the the terms and conditions hereof, and shall be deemed to have assented to the same.

Marine Bank of Springfield being the mortgagee under a certain mortgage regarding the described real estate hereby consents to and joins in the foregoing declaration.

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IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants and Restrictions to be duly signed this 31st day of July, 1989.

WEST KOKE MILL DEVELOPMENT CORPORATION,

By: _____
President

_____
Secretary

Prepared by and return to:

GRAHAM & GRAHAM
1201 South Eighth Street
Springfield, Illinois 62703
Ph: (217) 523-4569

MARINE BANK OF SPRINGFIELD

By: _____
Authorized Representative

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STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Clara Mae Hilberer a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that DENNIS M. McEVOY, as President, and EDWARD J. MAHONEY, as Secretary, of West Koke Mill Development Corporation, personally known by me to be the President and Secretary of said corporation, respectively, whose names are subscribed to the foregoing instrument, appeared before me and severally acknowledged that as such officers they signed, sealed and delivered the foregoing instrument and caused the corporate seal of said corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act indeed of said corporation for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors, given under my hand and official seal this 31 day of July, A.D., 1989.

Clara Mae Hilberer
Notary Public

My Commission Expires:
8/23/92

" OFFICIAL SEAL "
CLARA MAE HILBERER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/23/92

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Exhibit A

Part of the East One Half of the Southwest Quarter of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Commencing at a stone marking the South One Quarter corner of the aforementioned Section 1, thence North 00 degrees 00 minutes 00 seconds West, along the quarter section line, a distance of 1417.38 feet, thence South 90 degrees 00 minutes 00 seconds West, a distance of 305.00 feet to the true point of beginning, thence South 00 degrees 00 minutes 00 seconds West, a distance of 150.00 feet to an iron pipe, thence South 90 degrees 00 minutes 00 seconds West, a distance of 150.00 feet to an iron pipe, thence North 73 degrees 08 minutes 48 seconds West, a distance of 75.00 feet to an iron pipe, thence North 53 degrees 35 minutes 02 seconds West, a distance of 127.54 feet to an iron pipe, thence North 34 degrees 53 minutes 28 seconds East, a distance of 142.95 feet to an iron pipe marking the beginning of a 360.00 foot radius non-tangent curve to the left whose center bears North 34 degrees 53 minutes 28 seconds East, thence Southeasterly along said curve through a central angle of 34 degrees 53 minutes 28 seconds a distance of 219.23 feet to an iron pipe, thence South 90 degrees 00 minutes 00 seconds East, a distance of 36.72 feet to the true point of beginning. Said tract contains 1.068 acre, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is North 00 degrees 00 minutes 00 seconds West, along the quarter section line.

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MARY ANN LAMN
RECORDER
SANGAMON CO. IL.

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