

1999R53385

11-05-1999 9:30 AM

SANGAMON COUNTY  
ILLINOIS

16.00  
5 ROSIE

MARY ANN LAMM  
SANGAMON COUNTY RECORDER

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

WHEREAS, Cobblestone Development Company, a joint venture, is the owner of Lots 250 through 268 inclusive in Cobblestone Estates Subdivision Fifteenth Addition, a subdivision of the following described property:

(See attached Exhibit "A" for legal description)

as set forth in the plat recorded in the office of the Recorder of Deeds, Sangamon County, Illinois on the 5 day of NOVEMBER, 1999, as Document No. 1999R53384;

AND WHEREAS Cobblestone Development Company wishes to submit the property described in Exhibit "A" comprising Cobblestone Estates Subdivision Fifteenth Addition to the provisions of the Declaration of Easements, Covenants and Restrictions for Cobblestone Estates Subdivision First Addition, which declaration was recorded October 21, 1993 as Document No. 93-46127 in the office of the Recorder of Deeds, Sangamon County, Illinois.

NOW, THEREFORE, Cobblestone Development Company, a joint venture, does hereby declare as follows:

1. That the property described in Exhibit "A" comprising Cobblestone Estates Subdivision Fifteenth Addition, Lots 250 through 268 inclusive, is hereby declared to be subject to the terms, covenants, conditions and restrictions of the Declaration of Easements, Covenants and Restrictions for Cobblestone Estates Subdivision First Addition recorded in the office of Recorder of Deeds, Sangamon County, Illinois on October 21, 1993 as Document No. 93-46127.

2. That pursuant to the power to amend the covenants and restrictions contained in paragraph 33.D, the Developer hereby substitutes the following amended paragraph 30:

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30. REMEDIES FOR VIOLATION.

In the event of a violation or breach of any of these covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions or to prevent the breach or violations of them. The Homeowners Association and the Developer shall, in addition, have the right to be compensated for actual expenses incurred as a result of any proceeding brought to enforce these restrictions or to remedy a breach or violation thereof, including reasonable attorneys' fees.

3. Paragraph 1.C of the covenants and restrictions is hereby amended only with respect to the following provisions:

1.C The following minimum requirements shall apply to all residential improvements within this subdivision:

(1) The front yard, including the boulevard and the side yard area to the back building line of the dwelling unit will be landscaped with grass sod.

(2) All driveways from the public streets to the garages of the dwelling units will be portland cement concrete, exposed aggregate or cobblestone pattern in concrete.

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

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

4. Except where specifically amended by this document, paragraph 1.C and the remainder of the Declaration of Easements, Covenants and Restrictions for Cobblestone Estates Subdivision First Addition referred to above shall apply in full to Cobblestone Estates Subdivision Fifteenth Addition as described herein. The Developer, at any time, retains the right to amend these covenants and restrictions to resolve any ambiguity, conflict, scrivener's error or similar reformation of this instrument without the consent of any owner of property within Cobblestone Estates Subdivision, all plats. Such amendment shall be effective upon recording said corrective document with the office of Recorder of Deeds, Sangamon County, Illinois and shall be binding on the owners of lots or parcels in Cobblestone Estates Subdivision, all plats.

5. This document is executed by Joseph G. Albers and Thomas A. Giacomini as authorized representatives of the Cobblestone

Development Company joint venture, pursuant to authority granted to them under Section 5 of the Joint Venture Agreement creating Cobblestone Development Company dated the 8th day of January, 1993.

6. Lot P-8 designated on the plat of Cobblestone Estates Fifteenth Addition is hereby designated as open space and shall be deeded to the Cobblestone Estates Homeowners Association for use as open space. The Homeowners Association, as the owner of Lot P-8, shall have one vote in matters pertaining to the conduct of the affairs of the Cobblestone Estates Homeowners Association.

COBBLESTONE DEVELOPMENT COMPANY,

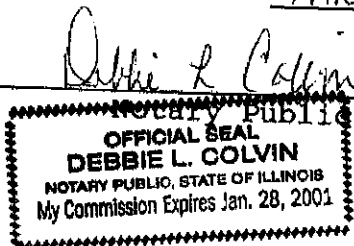
By: Joseph G. Albers  
Joseph G. Albers,  
authorized signatory

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

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF SANGAMON )

I, Debbie L. Colvin, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JOSEPH G. ALBERS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of September, 1999.



STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF SANGAMON )

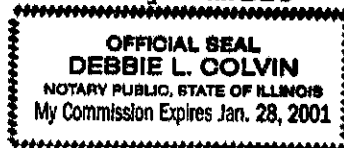
I, Debbie L. Colvin, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that THOMAS A.

GIACOMINI, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of September, 1999.

*Debbie L. Colvin*

Notary Public



Prepared by and Return to:

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

Exhibit "A"

COBBLESTONE ESTATES  
FIFTEENTH ADDITION

LEGAL DESCRIPTION

Part of the Southeast quarter of the Northeast quarter of Section 11, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: From an iron pin monument at the Southeast corner of the Northeast quarter of said Section 11, thence N.00°-04'-19"W., on the East line of Section 11, 86.73 feet to the point of beginning, said point being on the Southerly right-of-way line of Hedley Road; thence N.89°-27'-30"W., on said Southerly right-of-way line, 71.85 feet to the beginning of a curve concave to the North having a radius of 1,240.00 feet; thence on said curve, a chord bearing of N.85°-42'-41"W., a chord distance of 162.06 feet to the end of said curve; thence continuing on said Southerly right-of-way line N.81°-57'-53"W., 33.34 feet to the beginning of a curve concave to the South having a radius of 1,160.00 feet; thence on said curve, a chord bearing of N.86°-01'-06"W., a chord distance of 164.00 feet to the end of said curve; thence continuing on said Southerly right-of-way line S.89°-55'-41"W., 870.25 feet; thence N.00°-04'-21"W., on the Easterly right-of-way line of Meadowbrook Road, 891.17 feet; thence N.89°-55'-41"E., 350.00 feet; thence S.00°-04'-21"E., 40.00 feet; thence N.89°-55'-41"E., 260.30 feet; thence S.00°-04'-19"E., 771.17 feet to a point on the Northerly right-of-way line of Hedley Road; thence N.89°-55'-41"E., on said Northerly right-of-way line, 259.96 feet to the beginning of a curve concave to the South having a radius of 1,240.00 feet; thence on said curve, a chord bearing of S.86°-01'-06"E., a chord distance of 175.31 feet to the end of said curve; thence continuing on said Northerly right-of-way line S.81°-57'-53"E., 33.34 feet to the beginning of a curve concave to the North having a radius of 1,160.00 feet; thence on said curve, a chord bearing of S.85°-42'-41"E., a chord distance of 151.61 feet to the end of said curve; thence continuing on said Northerly right-of-way line S.89°-27'-30"E., 71.00 feet to a point on the East line of Section 11; thence S.00°-04'-19"E., on said East Section line, 80.00 feet to the point of beginning, containing 13.51 acres, more or less.

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