

2001R12252

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SANGAMON COUNTY
ILLINOIS

23.00
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MARY ANN LAMM
SANGAMON COUNTY RECORDER

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR COBBLESTONE ESTATES SUBDIVISION
TWENTY-FIRST ADDITION**

WHEREAS, Cobblestone Development Company, a joint venture, is the owner of Lots 335 through 350 inclusive in Cobblestone Estates Subdivision Twenty-First 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 22nd day of March, 2001, as Document No. 2001 R 12251;

AND WHEREAS Cobblestone Development Company wishes to submit the property described in Exhibit "A" comprising Cobblestone Estates Subdivision Twenty-First 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 Twenty-First Addition, Lots 335 through 350 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 Twenty-First 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.

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, Marcia L. Frauli, 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 14 day of Feb, 2001.

Marcia L. Frauli
Notary Public



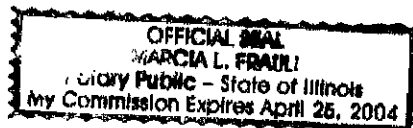
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Marcia L. Frauli, 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 14 day of Feb, 2001.

Marcia L. Frauli
Notary Public

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Prepared by and Return to:

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

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EXHIBIT "A"

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 said Section 11, 166.74 feet to the Point of Beginning, said point being on the North Right-of-way line of Hedley Road; thence N.89°-27'-30"W., on said North Right-of-way line, 71.00 feet to the start of a curve concave to the North having a radius of 1,160.00 feet; thence Northwest on said curve and said Right-of-way line a chord bearing of N.85°-42'-41"W., a chord distance of 151.61 feet to end of said curve; thence, continuing on said North Right-of-way line, N.81°-57'-53"W., 33.34 feet to the start of a new curve concave to the South having a radius of 1,240.00 feet; thence Northwest on said new curve and said North Right-of-way line a chord bearing of N.84°-10'-04"W., a chord distance of 95.34 feet to the Southeast corner of Lot 334 of Cobblestone Estates Twentieth Addition; thence N.00°-04'-19"W., on the East line of said Twentieth Addition, 728.75 feet; thence N.89°-55'-41"E., 350.00 feet to the Southeast corner of Cobblestone Estates Second Addition (East part), said corner being on the East line of the Northeast Quarter of said Section 11; thence S.00°-04'-19"E., on said East line, 755.55 feet to the Point of Beginning, containing 5.993 acres, more or less.

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