

**SUPPLEMENTAL DECLARATION OF EASEMENTS,  
CONDITIONS AND RESTRICTIONS RELATING TO  
DEERFIELD COMMON AREAS AND DECLARATION  
OF PROTECTIVE COVENANTS IN RESPECT TO  
DEERFIELD THIRTEENTH ADDITION**

2003R52663

07/25/2003 04:08PM

SANGAMON COUNTY  
ILLINOIS

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MARY ANN LAMM  
SANGAMON COUNTY RECORDER

This Supplemental Declaration of Easements, Conditions and Restrictions Relating to Deerfield Common Areas made on the date hereinafter set forth by Oak Park Subdivision Corp., an Illinois corporation, of Springfield, Illinois, hereinafter referred to as "Oak Park."

**WITNESSETH:**

WHEREAS, the Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and Declaration of Protective Covenants was executed on October 17, 1995, and recorded with the Office of the Sangamon County Recorder of Deeds on October 23, 1995, as Document No. 9536660, such Declaration is hereinafter referred to as "Master Declaration;" and

WHEREAS, Oak Park has acquired ownership of a part of the property set forth in Exhibit "A" attached to the Master Declaration; and

WHEREAS, the property acquired by Oak Park is known as "Deerfield Thirteenth Addition;" and

WHEREAS, the property described in Exhibit "A" attached hereto constitutes, comprises and is known as "Deerfield Thirteenth Addition;" and

WHEREAS, no common drainage or retention areas and other common areas are contained within Deerfield Thirteenth Addition; and

WHEREAS, such Master Declaration recorded provides that the protective covenants set forth therein shall not apply to the property described in Exhibit "A" attached to such Master Declaration until and unless Oak Park acquires ownership of a part or all of such property and records a Supplemental Declaration with the Office of the Sangamon County Recorder of Deeds Office identifying, by legal description, the property acquired to which such protective covenants shall apply; and

WHEREAS, such Master Declaration provides that the provisions in respect to Deerfield Homes Association shall not apply to the property described in Exhibit "A" attached to such Declaration until and unless Oak Park acquires ownership of a part or all of said property and records a supplemental Declaration with the Office of the Sangamon County Recorder of Deeds identifying, by legal description, the property acquired to which such Deerfield Homes Association provision shall apply; and

WHEREAS, this Supplemental Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and Declaration of Protective Covenants is executed and recorded pursuant to the terms of the Master Declaration and the purposes set forth herein; and

RECORDING INFORMATION ONLY

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WHEREAS, the purpose of this Supplemental Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and Declaration of Protective Covenants is to adopt and apply the protective covenants set forth in the Master Declaration to Deerfield Thirteenth Addition; and

WHEREAS, the purpose of this Supplemental Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and Declaration of Protective Covenants is to adopt and apply the provisions of the Master Declaration relating to Deerfield Homes Association to "Deerfield Thirteenth Addition."

NOW THEREFORE, the parties declare as follows:

1. The property known as Deerfield Thirteenth Addition has been acquired by Oak Park.
2. Except as otherwise provided herein and pursuant to the Master Declaration and the provisions and agreements contained herein, the protective covenants set forth in such Master Declaration shall apply to the property known as Deerfield Thirteenth Addition, such property being described as set forth in Exhibit "A" attached hereto and incorporated herein.
3. The aforesaid protective covenants shall apply to Deerfield Thirteenth Addition as of the date hereof.
4. Except as otherwise provided herein, the provisions contained in the Master Declaration in respect to Deerfield Homes Association shall apply, as of the date hereof, to Deerfield Thirteenth Addition.
5. The provisions contained in the Master Declaration in respect to common drainage or retention areas and other common areas shall not apply to Deerfield Thirteenth Addition as Deerfield Thirteenth Addition contains no common drainage or retention areas or other common areas.
6. The property described in Exhibit "A" attached hereto and known as Deerfield Thirteenth Addition is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, assessments and liens set forth in the Master Declaration and restated herein, which shall run with the properties and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.
7. Notwithstanding any provisions of the Master Declaration to the contrary, all lots in and upon Deerfield Thirteenth Addition shall be utilized for single-family use only. Any provisions of the Master Declaration which are contrary to the limited use set forth in this paragraph shall not apply to or be a part of this Supplemental Declaration.
8. Article III, Section B(8) of the Master Declaration is amended with respect to the property described in Exhibit "A" attached hereto and known as Deerfield Thirteenth Addition, to provide as follows: Within six (6) months after a dwelling on any building site has been occupied for the first time, any area within each building site which lies between the rear of the curb and a dwelling shall be sodded, except where displaced by other landscaping, sidewalks and permitted driveways, and shall be further landscaped with no less than two trees and shrubbery, decorative stone, gravel or the like, which landscaping, exclusive of the cost of the sod and labor, shall have an aggregate cost of not less than Two Hundred Fifty Dollars (\$250).

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9. Article III, Section B(9) of the Master Declaration is amended with respect to the property described in Exhibit "A" attached hereto and known as Deerfield Thirteenth Addition, to provide as follows: No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. There shall be established and maintained on each building site, side yards aggregating fifteen(15) feet, neither of which side yard shall be less than seven (7) feet. For the purpose of this paragraph (9), eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any such improvement on a building site to encroach upon another building site.
10. Article III, Section B(10) of the Master Declaration is deleted with respect to the property described in Exhibit "A" attached hereto and known as Deerfield Thirteenth Addition.

IN WITNESS WHEREOF, Oak Park Subdivision Corp. has executed this instrument for the uses and purposes set forth herein on this 24 day of July, 2003.

Oak Park Subdivision Corp.

By 

Its  
UB

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EXHIBIT A

DEERFIELD THIRTEENTH ADDITION

Part of the Southeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Curran Township, Sangamon County, Illinois, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter; thence North 89 degrees 06 minutes 40 seconds West along the north line of said Quarter, a distance of 360.38 feet to the point of beginning.

From said point of beginning; thence South 00 degrees 00 minutes 00 seconds East, a distance of 357.05 feet; thence South 90 degrees 00 minutes 00 seconds West along the north line of Deerfield 12<sup>th</sup> Addition, a distance of 1305.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 377.30 feet to a point on the north line of said Southeast Quarter; thence South 89 degrees 06 minutes 40 seconds East along said north line, a distance of 1305.16 feet to the point of beginning, containing 11.000 acres more or less.

RETURN TO:

DAK PARK SUB CORP  
205 SOUTH SUITE 1000  
SPRINGFIELD, IL 62701

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