

*Cascade Place Cov's*



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2006R32428

08/23/2006 02:59PM

REC FEE: 17.00

REC REST FEE: 4.00

GIS FEE: 9.00

GIS REST FEE: 1.00

RHSP FEE: 10.00

TOTAL: \$41.00

PAGES: 5

DELLA

MARY ANN LAMM

SANGAMON COUNTY RECORDER

Prepared By?  
RETURN TO:

Robert J. Barker  
B & W Land Company  
3240 Hedley Road, Suite C  
Springfield, IL 62711  
(217)726-5701

**DECLARATION OF ARCHITECTURAL CONTROL COVENANTS**

This Declaration of Architectural Control Covenants is made this 15<sup>th</sup> day of August, 2006, by Marine Bank Springfield, Successor Trustee to First National Bank, as Trustee of Trust No. 5998 (hereinafter called "Declarant").

**WITNESSETH:**

WHEREAS, the Declarant is the owner of:

- Lot 3, White Oaks West, 10<sup>th</sup> Addition [TAX ID #21-12.0-207-015]
- Lot 4, White Oaks West, 10<sup>th</sup> Addition [TAX ID #21-12.0-207-014]
- The East 54 feet of Lot 1, White Oaks West, 11<sup>th</sup> Addition [TAX ID #21-12.0-207-042]
- Lot 2, White Oaks West, 11<sup>th</sup> Addition [TAX ID #21-12.0-207-042]
- The East 160 feet of Lot 4, White Oak West, 11<sup>th</sup> Addition [TAX ID #21-12.0-207-044]
- Lot 5, White Oaks West, 11<sup>th</sup> Addition [TAX ID #21-12.0-207-016]
- Lot 6, White Oaks West, 12<sup>th</sup> Addition [TAX ID #21-12.0-229-022]
- Lot 1, Cascade Place [TAX ID #21-12.0-255-001]
- Lot 2, Cascade Place [TAX ID #21-12.0-255-002]
- Part of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian, lying West of Chase Drive (39,857 square feet; 12-15-6) [TAX ID #21-12.0-200-037]

All situated in the City of Springfield, County of Sangamon, and State of Illinois.

*no common addresses*

WHEREAS, Declarant desires to subject the property described herein to the provisions of this Declaration; and

WHEREAS, Declarant desires to provide for the preservation of the value of the Property described herein and to retain the best improvement of the lots therein; to insure that the development thereof does not negatively impact the development of other properties in the immediate proximity to the subject Property; to insure that the development of said Property shall be considered an asset to the community; to protect against improper improvement of said lots as may depreciate the value thereof; to guard against the erection thereon of structures of improper or unsuitable materials; to obtain harmonious appearances; to insure the erection of structures so as to conform with the covenants herein; each and all of which is and are for the benefit of said Property and subsequent owners thereof.

NOW, THEREFORE, Declarant hereby declares by virtue of the recording of this Declaration, that the real Property described herein, including the improvements which may be constructed hereon, is hereby subjected to the following covenants, conditions and restrictions:

1. **Reservations and Conditions.** The Property described herein shall be held, sold, transferred, conveyed, occupied, mortgaged, or otherwise encumbered subject to the covenants, conditions and restrictions, hereinafter set forth, which shall run with the title to the real Property, and shall be binding on all persons having any right, title, or interest in any portion of the real Property subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

2. **Committee.** By this Declaration, a Committee of three is hereby designated to act without compensation for their services upon all matters over which power and authority is granted under this Declaration, hereinafter the "Committee". The Committee hereby designated shall consist of Robert J. Barker, John A. Barker, and Mary Katherine Barker. In the event that

any one of the three is unable or unwilling to serve or continue to serve, the remaining members of the Committee shall appoint the respective successors, such successors to have adequate commercial real estate experience.

3. **Architectural Control.** No building or other improvement (hereinafter referred to as "building") shall be constructed without prior written approval of the Committee as to size, location upon the lot, finished grade elevation, materials, and harmony of exterior design with other structures. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, one (1) complete set of building plans and specifications including a plot plan showing the building location, must be submitted to the Committee. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within sixty (60) days after written request, then approval shall not be required. Upon giving approval, construction shall be started and prosecuted to completion in conformity with such plans. The Committee shall be the sole arbiter of such plans and may withhold approval for any and all reasons of the Committee shall be deemed commercially reasonable. The Committee shall be entitled to stop any construction that is in violation of these restrictions, upon written notice to the owner of the Property subject to said construction. Any member of the Committee shall have the right during reasonable hours to enter upon any lot or building site and to inspect any improvements thereon, for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with.

4. **Enforcement.** In the event of breach or threatened breach of this Declaration, only the Committee, shall be entitled to institute proceedings for full and adequate relief for the consequences of said breach or threatened breach. Such proceedings shall include the right to restrain by injunction any violation or threatened violation of any of the terms, conditions, or

covenants of this Declaration or to obtain a decree to compel performance of any such terms, conditions or covenants, it being agreed that the remedy at law for a breach of any such breach of this Declaration is not adequate. All of the remedies permitted or available shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees accruing from the date such action was filed, as approved by the court having jurisdiction over the action.

5. **Duration.** The covenants, restrictions and conditions herein shall run and bind the land for a term of twenty (20) years from the date this Declaration is recorded unless extended by the Committee in its sole discretion by recording a written document referring to this paragraph 5 of this Declaration, in which case this Declaration shall continue in effect for the time stated in said written document.

6. **Amendment.** Except as provided in paragraph 5 above, any revision, addendum or amendment to this Declaration shall become effective only upon the unanimous vote of the Committee and all owners of record of any part of the real estate covered by this Declaration.

7. **Exculpation.** This Declaration of Architectural Control Covenants is executed by Marine Bank, Springfield, not in its corporate capacity, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by every person now or hereafter claiming any right hereunder that nothing contained herein shall be construed as creating any liability on Marine Bank, Springfield, personally to perform any duties or covenants either express or implied herein contained.

In Witness Whereof, MARINE BANK, SPRINGFIELD, Trustee as aforesaid, has caused its corporate name and seal to be hereunto affixed, and this instrument to be executed by its Sa. VP Trust Officer and its seal attested by its Trust Officer for and in its behalf, pursuant to authority duly granted by its Board of Directors, this 15<sup>th</sup> day of August, 2006.

MARINE BANK, SPRINGFIELD, Successor Trustee to First National Bank, as Trustee of Trust No. 5998

By: [Signature]

ATTEST:

[Signature]

This instrument is executed by MARINE BANK, SPRINGFIELD, IL, not personally but solely as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by MARINE BANK, SPRINGFIELD, IL, are undertaken by it solely as Trustee, as aforesaid and not individually and no personal liability shall be asserted or be enforceable against MARINE BANK, SPRINGFIELD, IL, by reason of any of the covenants, statements, representations, or warranties contained in the instrument.

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 George Lankner and Victoria A. Stewart, of Marine Bank, Springfield, an Illinois banking corporation, personally known to me to be the Sr VP and TO, respectively, of said banking corporation, and who are also known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Sr VP and TO they signed, sealed and delivered said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said corporation as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of August, 2006.



[Signature]  
Notary Public