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SANGAMON COUNTY  
ILLINOIS

95-18937

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*Mary Ann Sammel*  
RECORDER

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

WHEREAS, Cobblestone Development Company, a joint venture, is the owner of Lots 108 through 126 inclusive in Cobblestone Estates Subdivision Fifth 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 November 9, 1995 as Document No. 95-2953;

AND WHEREAS, Cobblestone Development Company wishes to submit the property described in Exhibit "A" comprising Cobblestone Estates Subdivision Fifth 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 Fifth Addition, Lots 108 through 126 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 by any person or entity subject to such 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 violation 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) Minimum floor area of a single level dwelling unit shall be 1,800 square feet, exclusive of basement area, if any.

(2) The minimum floor area of a two level dwelling unit shall be 2,000 square feet, exclusive of basement area, if any.

(3) The minimum side yard dimension shall be those set forth in applicable zoning ordinances and as established on each individual site by the Architectural Control Committee, which shall have the authority to require site plans requiring side yards not less than fifteen (15) feet total between two adjacent dwelling units.

(4) 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.

(5) 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.

(6) All dwelling units shall have attached garages.

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

(8) Mail boxes will conform to subdivider's standard.

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(9) The roof shall have a minimum slope of six (6) vertical feet for each twelve (12) horizontal feet.

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 Fifth 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

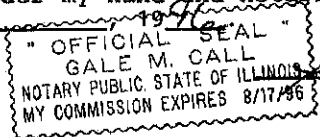
By: Joseph G. Albers  
Joseph G. Albers,  
authorized signatory

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

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF SANGAMON )

I, the undersigned, 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 9 day of May



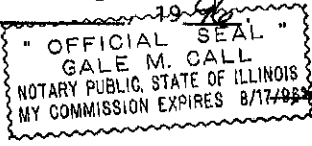
Gale M. Call  
Notary Public

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF SANGAMON )

I, the undersigned, 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 9 day of May 1986



Gale M. Call  
Notary Public

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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