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MARY ANN LAMM
RECORDER
SANGAMON CO. IL.

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WEST KOKE MILL SUBDIVISION
SIXTH ADDITION

This Declaration of Covenants and Restrictions (hereinafter sometimes referred to as "Declaration") is made and published this 13th day of OCTOBER, 1992; by and between West Koke Mill Development Corp., having its principal place of business located in Springfield, Illinois, (hereinafter referred to as "Developer") and any and all persons, firms or corporations hereafter acquiring any of the property legally described as:

West Koke Mill Subdivision - Sixth Addition (legally described in Exhibit A attached hereto)

WHEREAS, it is in the best interest of the Developer as well as to the benefit, interest and advantage of each and every person or other entity hereinafter acquiring any of the heretofore described property that certain covenants and restrictions governing the regulation, the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land and

WHEREAS, the Developer desires to provide the preservation of the values and amenities and the desirability and attractiveness of said real property and for the continued maintenance and operation of such recreational, drainage, retention and common areas as may be provided, and to facilitate such goals the Developer has, established a Home Owner's Association called West Koke Mill Homeowners Association (hereinafter referred to as "Association") for the enforcing of all regulations and covenants stated in this Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer agrees with any and all persons, firms, corporations or any other entities hereafter acquiring any of the said property that the same shall be and is hereby subject to the following restrictions and covenants (all hereinafter collectively referred to as "restrictions") relating to the use and occupancy thereof, said restrictions to be construed to be covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and which shall inure to the benefit of each owner thereof.

Every person or other party hereafter acquiring any of the property by acceptance of a deed, contract for deed or other conveyance of any interest in or to said properties, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to the same.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Developer" shall mean and refer to West Koke Mill Development Corp., an Illinois Corporation, having a principal place of business in Springfield, Illinois, its successors and assigns.
2. "Owner" shall mean and refer to the record owner (whether one or more person or entities) in fee simple in any single family or duplex lot which is part of the West Koke Mill Subdivision, excluding, however, those parties having such interests merely as a security interest for the performance of an obligation.
3. "Association" shall mean and refer to West Koke Mill Homeowners Association, a non-profit corporation organized and existing under the laws of the State of Illinois, its successors and assigns.
4. "Member" shall mean and refer to any person who is member of the Association.
5. "Single-family Lot" shall mean and refer to any plot of land to be used for single-family residential purposes and so designated on the subdivision plat or survey of the West Koke Mill Subdivision which shall be a public record.

6. "Duplex Lot" shall mean and refer to any plot of land to be used for duplex residential purposes and so designated on any subdivision plat or survey of the West Koke Mill Subdivision which shall be a public record.

7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the properties and which is recorded in the office of the Recorder of Deeds for Sangamon County, Illinois.

8. "Common Areas" shall mean and refer to any and all real property owned by Developer and transferred to Association for the use, benefit and enjoyment of the members of the Association. Common areas may include streets, recreation areas, drainage areas, retention areas, green areas or utility areas.

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

1. Every person or entity who is the owner of record of, or a contract purchaser of, a fee interest in any single-family or duplex lot SHALL BE a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-laws, Rules and Regulations. The foregoing is not intended to include persons or entities who hold an interest in any single-family or duplex lot merely as security for the performance of an obligation. Ownership of such lots shall be the sole qualification for membership.

2. No membership or initiation fee shall be charged nor shall members be required to pay at any time any amount to carry on business of the Association except to pay, when due, the charges, assessments and special

assessments levied upon a member's lot as specified in the Declaration, the by-laws or as members of the Association may from time to time hereafter adopt.

Section 2. Voting and voting rights.

The owner or owners of each lot as designated on the survey plat, encompassing the Association shall be entitled to the following votes: Single-family lots one (1) vote; Duplex lots two (2) votes. The Developer will initially be entitled one (1) vote for each single family lot and to two (2) votes for each duplex lot in the Sixth Addition of the West Koke Mill Subdivision, but as each lot is sold and conveyed, the purchaser thereof will be entitled to the number of votes assigned to the lot and the Developer will thereupon lose the number of votes associated with the lot as each lot is sold and conveyed. If the duplex lots are divided into individual single lots each lot would be entitled to one vote.

Section 3. By-laws.

The Association shall adopt such By-Laws as it may from time to time deem advisable in carrying out its duties and responsibilities hereunder.

ARTICLE III

COMMON AREA PROPERTY RIGHTS

Section 1. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, subject to:

1. The right of the Association to limit the use of the common areas to owners, tenants, contract purchasers, their families and guests.
2. The right of the Association to suspend the voting and enjoyment rights of an owner for any period during which any assessment against his lot remains unpaid or for any infraction of the Association's rules and regulations.

3. The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes subject to the approval of the Springfield City Engineer and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless two-thirds of the members entitled to vote agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, television, water, sewage, utilities and drainage facilities upon, over, under and across the Common Areas without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the properties. Before any easements may be granted, the Association must receive permission from the Springfield City Engineer.

Section 2. Upon the sale of two-thirds of all lots abutting a common area lot or after 18 months have passed from July 1, 1992, the Developer at any time may deed the common area lot to the Association at the price of \$10.00. The Association must accept the land when it is deeded from the Developer and must maintain the land from that date forward. The Developer must deed the common area lots within a given plat to the Association no later than five years after the land has been platted. Once a common area lot is deeded to the Association the Association must purchase the lot for \$10.00 and maintain it.

Section 3. The Developer retains the right to purchase up to 10% of a common area lot at a price of \$.25 per square foot at any time as necessary to supplement the size of an adjoining lot. If part or all of the portion of the common area lot is designated for retention/detention area the owner of the lot which it is supplementing, will be responsible for the maintenance of it. In addition to being responsible for the maintenance the owner will also be prohibited from altering the lot in such a way to effect retention or drainage.

ARTICLE IV

COVENANTS FOR MAINTENANCE

AND ASSESSMENTS

Section 1. For each lot within the properties, every owner covenants, and each subsequent owner of any such lot by acceptance of deed or other transfer of title therefor, whether or not it is so expressed in such deed or transfer is deemed to covenant and agree to pay to the Association an annual assessment of charge for the creation and continuation of a maintenance fund, and such special assessments as may be levied as hereafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for the maintenance of the detention area, taxes and other associated purposes and for such purposes as the Association may determine are for the benefit of its members, which purposes may include maintenance, improvement, landscaping and

beautification of the Common areas. Funds may also be used to provide other services for the Association members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement, maintenance of, services and facilities related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance; the employment of attorneys and accountants; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs that arise. The Developer of West Koke Mill envisions a total of 91 single family lots representing 91 voting shares; 43 duplex lots representing 86 voting shares; in the Development. All costs for maintenance, management, taxes, improvements and all other expenses for the common area will be borne by the lot owners upon the assumption that each lot owner will be assessed based on the voting shares as a percentage of total shares. Lots owned by the Developer will not be assessed for these costs. Should the Developer not sell all of the lots within the West Koke Mill Subdivision each lot owner will still only be assessed their voting share as a percentage of all lots planned for the Subdivision.

Section 3. Lot owners may make special improvements to the common area close to their lots and pay for the improvement. This may only be done with the agreement of the Association. Every owner shall have a non-exclusive right and easement of enjoyment to use any special improvements subject to the provisions of Article III; Section I.

Section 4. Creation of the Lien and Personal Obligation of the Assessment. In order to secure the payment at and after the due date as each assessment becomes due, there shall arise a continuing lien and charge against each lot, the amount of which shall include costs and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be a personal obligation of the person who was the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to successors in title unless expressly assumed by the, provided such assumption shall not relieve such owner of such obligation if the same is not paid when due by the successor assuming it.

Section 5. Exempt Property. The assessments, charges and liens created under Article IV shall not apply to the Common Areas. Any lot which Developer may hereafter designate for common use as part of the Common Areas or otherwise shall be exempt from the assessments and charges created therein. Any lot owned by the developer shall be exempt from the assessments, charges and liens created under Article IV.

Section 6. Annual Maintenance Assessment. The annual assessment shall be fixed by the Association's Board of Directors, and shall be in an amount which will be sufficient in the judgment of the Board to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year. Assessments will begin the day the first owner moves into the house or duplex or eighteen (18) months after the owner purchases the lot if no house or duplex has been constructed during that time. The initial assessment will not exceed \$15.00 per month until January 1, 1994.

Section 7. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the approval of two-thirds of the members. If special assessments are needed for detention/retention area improvements, approval of two-thirds of the members is not necessary.

Section 8. Effect of Non-payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate and to the extent allowed by law. The Association, its agents or representatives, may bring action at law against the owner personally obligated to pay the same or foreclosure shall be added to the amount of the assessment to the extent allowed by law. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to the Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage on any lot if, but only if, all assessments with respect to such lot having a due date on or prior to the date of such mortgage as filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage. The sale or transfer of any lot shall not affect any assessment lien. The sale of any lot which is subject to any mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. But the Association shall have a lien upon the proceeds from the foreclosure or of sale junior only to the said foreclosed first mortgage but senior to the equity of redemption of the mortgage owner. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL MAINTENANCE AND USE RESTRICTIONS

The Architectural Control Committee ("Committee") is composed of Dennis H. McEvoy, Edward J. Mahoney III and James A. Nachtwey. A majority of

the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall, within thirty (30) days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Section 1. Approval of Plans and Architectural Committee.

No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of the Committee as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason including purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. The Committee shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within forty-five (45) days to approve or disapprove such

plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

Section 2. Design and Site Approval. Buildings shall be erected on Lots in a manner to provide architectural value to the West Koke Mill. Therefore, no house, garage, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained nor shall any exterior addition to, change in or alteration of any of said structures be made, until a site plan, final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes, colors and graphics, and floor plans thereof, have been submitted to and approved in writing by the Committee as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. The Committee shall act with all reasonable promptness upon receipt of such information to approve or disapprove the same. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reasons for disapproval and the Committee's recommendations to remedy same. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

Section 3. Subdivisions of Lots. By or with the written consent of the Committee, one or more lots as shown on the Subdivision plats or parts thereof, may be subdivided or combined to form one single building lot.

Section 4. Improvement, Setback and Use Restrictions.

(a) All structures must be built to comply substantially with the plans and specifications as approved by the Committee and before any house may be occupied it must be completely finished and a certificate of completion must be issued by the Committee.

(b) (i) For West Koke Mill 6th Addition lots 1, 2, 12 thru 25 shall have a front yard minimum setback of 30 feet, side yard 5 feet (total both side yards 15 feet) and rear yard minimum depth 20 feet. Lots 3 - 11 shall have a front yard minimum setback of 25 feet, side yard 3 feet (total both side yards 10 feet) and a rear yard minimum depth of 20 feet. Minimum setback lines are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate. The Committee reserves the right to select the precise site and location of each housing unit or other structure on each Lot and to arrange the same in such manner and for such reasons as Committee shall deem sufficient.

(ii) For the purpose of determining compliance with the foregoing building line requirements, porches, wing-walls, eaves and steps extended beyond the outside wall of a structure shall not be construed to authorize or permit encroachment upon any setbacks.

(c) Boundary walls, excluding party walls, may be erected and hedges

grown, but no higher than three (3) feet from the street right-of-way to the minimum building setback line. No fence of any type shall be permitted between the street right-of-way and the minimum building setback line. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the minimum building setback line to the rear property line.

(d) Swimming pools shall not be nearer than ten (10) feet to any lot line and must be located to the rear of the main dwelling.

(e) Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of neighboring lots, roads, streets, or open areas. Plans for all screens, walls and enclosures must be approved by the Committee prior to construction.

(f) No lumber, brick, stone, either block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

(g) Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.

(h) No outdoor television antenna may be erected or installed after cable television is made available to a lot. This covenant shall not be

deemed to require Developer to install cable television. Satellite dishes shall not be erected on a lot at any time. If, due to technological improvements in the appearance of satellite dishes, antennas, etc., this section may be repealed or amended with the approval of 2/3's of the voting members of the Association.

(i) No Owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

(j) All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.

(k) Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc., shall be stored out of sight when not in use.

(l) Any mail boxes not attached to the main dwelling structure shall be of a type consistent with the character of the West Koke Mill and shall be placed and maintained to complement the houses in the neighborhood.

(m) No advertising sign of any kind whatsoever shall be erected upon or

displayed or otherwise exposed to view on any lot or any improvement thereon without the prior written consent of the Committee. A professional sign of not more than five square feet advertising the property "For Sale" will be permitted without the prior written consent of the Committee.

(n) No house, trailer, boat, boat trailer, camper, tent, shed, or any other such vehicle, trailer, vessel, or temporary structure shall be permitted on any lot unless screened from view of adjoining lots, street, and Common Areas, provided, however, temporary buildings and other structures shall be permitted during the construction period of houses or as a temporary real estate sales office of the Developer for the sale of lots. No garage, outbuilding or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.

(o) Setback provisions herein prescribed may be altered by the Developer whenever in its sole discretion the topography or configuration of any lot in said Subdivision will so require.

(p) Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.

(q) No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

Section 5. Maintenance.

(a) All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Owners, according to standards and guidelines adopted by the Board of Directors and approved by the Association. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. In the event an Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Committee, after approval by two-thirds (2/3) vote of the Association Board of Directors, it shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and Owner shall, be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot enforceable to the same extent and collectible as provided for in Article IV, entitled "Covenant for Maintenance and Assessments". Although notice given as provided in Section 9 of this Article shall be sufficient to give the Association the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except

Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

(b) To preserve the natural integrity and beauty of the land, water, runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of three (3) inches or more twelve (12) inches above the ground shall be cut, destroyed or mutilated except with the prior written consent and permission of the Committee; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any lot by the property owner thereof after such dead or diseased condition is first brought to the attention of the Committee and permission for such cutting and removal has been obtained.

Section 6. Hobbies and Activities. The pursuit of inherently dangerous hobbies or activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or the Common Area without the consent of the Developer or Association.

Section 7. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except

house-hold pets which may be kept in reasonable numbers as pets for the sole pleasure and purpose of the occupants but not for any commercial use or purpose. Birds shall be confined in cages.

Section 8. Nuisances and Unsightly Materials. Each Owner shall refrain from any act on his Lot which could cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pickup by garbage and trash removal service units: In the event any Owner of any developed Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon, or mailing to said Owner at his property address requesting Owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense and Owner shall be personally liable to

the Association for the costs of removal and the costs until paid shall be a permanent charge and lien upon such lot enforceable to the same extent and collectible as provided for in Article IV, entitled "Covenant for Maintenance Assessments". By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to lots upon which houses are under construction.

Section 11. Governmental Regulations. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provisions shall apply.

ARTICLE VI

EASEMENTS

Section 1. General. Each Lot now or hereafter subject to this Declaration shall be subject to all easements shown or set forth in the recorded plat(s) of survey upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements

shown on said recorded plat. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility services lines to, from or for each of the individual subdivision Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the elevation, direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. Within ten (10) day prior written notice to Owner, the Committee may enter upon the property for the purpose of removing obstructions in such easements upon Owner's failure to do so.

Section 2. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Developer or Association, firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

**ARTICLE VII
INSURANCE**

The Association shall obtain comprehensive public liability insurance, including liability for injuries to and death of person, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association, each Owner, and their respective employees and agents, from liability in connection with the Common Areas and insuring the Association and Owners from liability for good faith actions beyond the scope of their respective authorities.

such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for twenty-five (25) years from date of recordation, at which time they shall be automatically extended for successive periods of ten (10) years each unless after said twenty-five (25) year period, it is agreed by the vote of a majority in interest of the then Owners of the above described property to change, amend or revoke the restrictions in whole or in part, except as they relate to the drainage/detention/retention area. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2. Enforcement. If any person, firm, or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within the West Koke Mill Subdivision to bring an action against the violating party

at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees and charges. Any failure by Developer or any property Owner to enforce any of said covenants and restrictions or other provisions in no event shall be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly validated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section 3. Delegation and Assignability. Developer shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developer. Further notwithstanding any other provision contained herein to the contrary. Developer shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties; provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Developer also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance said Developer shall not be relieved of liability resulting from his failure to perform or negligent performance of

his obligation under these covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligations under these covenants arising after such sale, transfer or conveyance.

Section 4. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all person claiming by, through or under Developer.

Section 5. Sale by Mortgagee. Should any Lot now or hereafter made subject to this Declaration become subject to a mortgage as security in good faith for value, the holder thereof on becoming Owner of such interest through whatever means, or the Seller at any sale under a power of sale therein contained, shall otherwise sell and the Purchaser shall take subject to the terms, covenants and provisions contained herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants and Restrictions to be duly signed this 13TH day of OCTOBER, 1992

West Koke Mill Development Corp.

By: Dennis E. Kelly, President

Edward J. Mahoney
Secretary

Return to: Zelle

EXHIBIT A

Part of the East Half of the Southwest Quarter of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, more particularly described as follows:

Beginning at an iron pin marking the Southwest corner of the Northeast Quarter of the Southwest Quarter of the aforementioned Section 1; thence North 00 degrees 08 minutes 21 seconds East along the Quarter, Quarter Section line a distance of 370.71 feet to an iron pipe; thence South 89 degrees 51 minutes 39 seconds East a distance of 194.29 feet to an iron pipe marking the beginning of a 20.00 foot radius curve to the right; thence Southwesterly along said curve having a long chord with a course of South 22 degrees 54 minutes 10 seconds West and a distance of 12.01 feet to an iron pipe; thence South 50 degrees 49 minutes 10 seconds East a distance 60.02 feet to an iron pipe; thence South 49 degrees 21 minutes 45 seconds East a distance of 123.32 feet to an iron pipe; thence South 46 degrees 26 minutes 44 seconds West a distance of 53.19 to an iron pipe; thence South 00 degrees 21 seconds West a distance of 8.51 feet to an iron pipe; thence South 89 degrees 51 minutes 39 seconds East a distance of 33.28 feet to an iron pipe; thence South 00 degrees 05 minutes 46 seconds West a distance of 942.88 feet to an iron pipe; thence North 89 degrees 29 minutes 34 seconds West a distance of 110.15 feet to an iron pipe marking the beginning of a 20.00 foot radius curve to the right; thence Northwesterly along said curve having a long chord with a course of North 44 degrees 41 minutes 54 seconds West and a distance of 28.18 feet to an iron pipe; thence North 89 degrees 54 minutes 14 seconds West a distance of 60.00 feet to an iron pipe; thence South 00 degrees 05 minutes 46 seconds West a distance of 33.43 feet to an iron pipe; thence North 89 degrees 54 minutes 14 seconds West a distance of 135.00 feet to an iron pipe on the Quarter, Quarter Section line; thence North 00 degrees 05 minutes 46 seconds East along the Quarter, Quarter Section line a distance of 759.29 feet to the true point of beginning.

Basis of bearing is North 00 degrees 08 minutes 21 seconds East along the Quarter, Quarter Section line.

Situated in Sangamon County, Illinois.

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