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REC FEE 28.00

GIS FEE 18.00

RHSP FEE 9.00

TOTAL: 55.00

PAGES: 8 RHONDA

JOSHUA A LANGFELDER
SANGAMON COUNTY RECORDER

**SUPPLEMENTAL DECLARATION OF EASEMENTS, CONDITIONS
AND RESTRICTIONS, AND PROTECTIVE COVENANTS, RELATING
TO OAK PARK ESTATES SIXTH ADDITION**

This Supplemental Declaration of Easements, Conditions and Restrictions, and Protective Covenants Relating to Oak Park Estates Sixth Addition ("Sixth Addition Supplemental Declaration") is made on the date hereinafter set forth by Oak Park Estates, LLC, an Illinois limited liability company (hereinafter referred to as "OPE"), successor to Oak Park Subdivision Corporation, of Springfield, Illinois.

WITNESSETH:

WHEREAS, a Declaration of Easements, Conditions and Restrictions Relating to Oak Park Estates and Declaration of Protective Covenants was executed by Oak Park Subdivision Corporation on October 12, 2006, and recorded with the Office of the Sangamon County Recorder of Deeds on October 13, 2006, as Document No. 2006R39888 (the "Original Declaration");

WHEREAS, a Corrected Declaration of Easements, Conditions and Restrictions Relating to Oak Park Estates and Declaration of Protective Covenants was executed by Oak Park Subdivision Corporation on October 12, 2006, and recorded with the Office of the Sangamon County Recorder of Deeds on October 7, 2014, as Document No. 2014R26731 (the "Corrected Declaration") for the purpose of correcting certain typographical and scrivener errors in the Original Declaration;

WHEREAS, the Original Declaration, as corrected by the Corrected Declaration, is referred to herein as the "Master Declaration";

WHEREAS, the Master Declaration identified the entire premises subject to the Master Declaration as "Oak Park Estates" and described such premises in Exhibit A attached to the Master Declaration;

WHEREAS, the Master Declaration also identified a portion of the premises described in Exhibit A to the Master Declaration as "Oak Park Estates First Addition" and described such portion in Exhibit B attached to the Master Declaration, and further made the easements, conditions, restrictions and protective covenants set forth in the Master Declaration applicable to such Oak Park Estates First Addition;

WHEREAS, OPE subsequently acquired all interest of Oak Park Subdivision Corporation in the premises described in Exhibit A attached to the Master Declaration, including as Developer;

WHEREAS, OPE has identified a portion of the premises described in Exhibit A to the Master Declaration as "Oak Park Estates Sixth Addition" and such portion is legally described in Exhibit A to this Sixth Addition Supplemental Declaration;

WHEREAS, OPE desires to make the easements, conditions, restrictions and protective covenants set forth in the Master Declaration, but as modified herein, applicable to such Oak Park Estates Sixth Addition;

WHEREAS, no common drainage or retention areas and other common areas are contained within Oak Park Estates Sixth Addition; and

WHEREAS, this Supplemental Declaration is executed and recorded pursuant to the terms of the Master Declaration and the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, OPE hereby declares as follows:

1. Except as otherwise provided herein, the easements, conditions, restrictions, and protective covenants, set forth in the Master Declaration shall apply, as of the date hereof, to the property known as Oak Park Estates Sixth Addition, such property being described in Exhibit A attached hereto and incorporated herein.
2. Except as otherwise provided herein, the provisions contained in the Master Declaration in respect to Oak Park Estates Homes Association shall apply, as of the date hereof, to Oak Park Estates Sixth Addition.
3. Except as otherwise provided herein, the property described in Exhibit A attached hereto and known as Oak Park Estates Sixth 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, which shall run with the land 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.

4. Notwithstanding any provisions of the Master Declaration to the contrary, those lots depicted on the plat attached hereto and incorporated herein as Exhibit B (the "Sixth Addition Plat") and identified on such Sixth Addition Plat as Lot Nos. 92-104 may be utilized for duplex residences, and if so used, must have a minimum size of 1,500 square feet per side (3,000 total square feet), excluding garages and covered porches, the square footage of which shall not be included in the calculation of the square footage of the duplex residence. Those lots identified on the Sixth Addition Plat as Lots 123-137 must be utilized for single family residences and must have a minimum size of 1,500 square feet, excluding garages and covered porches, the square footage of which shall not be included in the calculation of the square footage of the single family residence. In addition, the finish floor elevations for those lots contained in Oak Park Estates Sixth Addition shall conform to those ranges set forth in Exhibit C attached hereto.

5. With regard to Oak Park Estates Sixth Addition, ARTICLE III, Paragraph B(2) of the Master Declaration is hereby deleted and replaced with the following:

- (2) (a) No building shall be erected, placed or altered on any building site until and unless the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing by the Architectural Control Committee (or by a representative designated by a majority of the members of said committee) as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation and building lines. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee shall not approve any external designs which do not include some brick or stone on the front walls of each dwelling structure.
- (b) In the event the Architectural Control Committee, or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications and plot plans have been submitted to it and if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required and the covenants contained in this Paragraph (2) will be deemed to have been complied with.
- (c) The Architectural Control Committee shall be initially composed of Robert J. Barker and John A. Barker (collectively, the "Initial Members"). In the event of the death, disability or resignation of any one or more of the Initial Members, the remaining Initial Members shall have full authority to approve or disapprove of such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy. Neither the members of said committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
- (d) Within ninety days following the death, disability or resignation of all of the Initial Members, the Association shall appoint three or more representatives to serve as the Architectural Control Committee in place of the Initial Members by executing and recording in the Office of the Sangamon County Recorder of Deeds a written instrument designating such three or more representatives to replace the Initial Members. The powers and duties of the Architectural Control Committee and of its designated

representative shall cease on the earlier to occur of (i) January 1, 2025 (unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority in area of the land within the boundaries of said lots and shall have been duly recorded in the Office of the Recorder of Deeds of said County, appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said committee) or (ii) the death, disability or resignation of all of the Initial Members and the subsequent failure of the Association to appoint three or more representatives to serve as the Architectural Control Committee in place of the Initial Members within ninety days (a "terminating event"). Upon the happening of a terminating event, then the approval described in subparagraphs (a) and (b) above shall not be required.

6. With regard to Oak Park Estates Sixth Addition, ARTICLE III, Paragraph F of the Master Declaration is hereby deleted and replaced with the following:

F. ENFORCEMENT

Section 1. Violation of Covenants. It is expressly understood and agreed that the conditions, restrictions, covenants, reservations and charges contained herein shall attach to and run with the land, and enforcement shall be by proceedings at law or in equity against any person or persons violating, attempting to violate or threatening to violate any covenant either to restrain violation or recover damages.

Section 2. Action to Enforce Covenants. The Developer, the Developer's heirs, assigns and designees, the Association or any owner or owners of any lot deriving title from or through the Developer may take any action necessary to enforce the covenants contained in ARTICLE III. It shall be lawful not only for the Developer and Developer's heirs, assigns and designees but also for the Association or any owner or owners of any lots deriving title from or through the Developer to institute and prosecute any proceedings at law or in equity against the person or persons violating, attempting to violate or threatening a violation of any of the conditions, restrictions, covenants, reservations and charges contained herein.

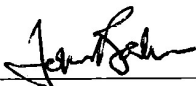
Section 3. Recovery of Expenses of Action. The Association may issue individual assessments in an amount sufficient to reimburse the Developer, the Developer's heirs, assigns and designees, or the Association, for all damages and expenses incurred in enforcement of the covenants contained herein, including attorney's fees and expenses, against each Owner who violates the covenants contained herein in the manner provided in ARTICLE II, Paragraph D., and such individual assessments shall constitute a continuing lien upon the property against which each such assessment is made.

IN WITNESS WHEREOF, Oak Park Estates, LLC, has executed this instrument for the uses and purposes set forth herein on this 25 day of November, 2019.

Oak Park Estates, LLC, an Illinois limited liability company, successor to Oak Park Subdivision Corporation, of Springfield, Illinois

By: 

Robert J. Barker, Manager

By:  _____
John A. Barker, Manager

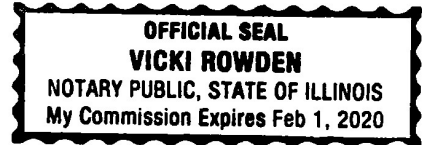
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that Robert J. Barker, personally known to me to be one of the Managers of Oak Park Estates, LLC, an Illinois limited liability company, and who is also 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 as such Manager he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of Nov., 2019.

Vicki Rowden
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)



I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that John A. Barker, personally known to me to be one of the Managers of Oak Park Estates, LLC, an Illinois limited liability company, and who is also 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 as such Manager he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of Nov., 2019.

Vicki Rowden
Notary Public

Prepared by and return to:

Timothy J. Rigby
Hart, Southworth & Witsman
Suite 501
One North Old State Capitol Plaza
Springfield, Illinois 62701

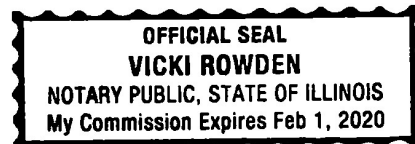


EXHIBIT A

LEGAL DESCRIPTION OF

OAK PARK ESTATES FIFTH ADDITION

Part of the South Half of the Northwest Quarter of Fractional Section 2, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois.

Containing 414,882.785 square feet (9.524 acres), more or less.

EXHIBIT B

PROPOSED FINISH FLOOR ELEVATIONS (FFE)

FOR EACH LOT WITHIN OAK PARK ESTATES

SIXTH ADDITION

<u>LOT NO.</u>	<u>PROPOSED F.F.E.</u>
<u>92</u>	<u>611.00 – 613.00</u>
<u>93</u>	<u>610.50 – 612.50</u>
<u>94</u>	<u>609.75 – 611.75</u>
<u>95</u>	<u>609.00 – 611.00</u>
<u>96</u>	<u>608.50 – 610.00</u>
<u>97</u>	<u>608.50 – 610.50</u>
<u>98</u>	<u>608.25 – 610.25</u>
<u>99</u>	<u>608.25 – 610.25</u>
<u>100</u>	<u>608.50 – 610.50</u>
<u>101</u>	<u>608.50 – 610.00</u>
<u>102</u>	<u>609.50 – 611.00</u>
<u>103</u>	<u>610.50 – 612.00</u>
<u>104</u>	<u>611.50 – 613.00</u>
<u>123</u>	<u>608.50 – 610.50</u>
<u>124</u>	<u>609.00 – 611.00</u>
<u>125</u>	<u>609.50 – 611.50</u>
<u>126</u>	<u>610.00 – 612.00</u>
<u>127</u>	<u>610.50 – 612.00</u>
<u>129</u>	<u>610.50 – 612.00</u>
<u>130</u>	<u>610.00 – 611.50</u>
<u>131</u>	<u>609.25 – 610.75</u>
<u>132</u>	<u>608.50 – 610.00</u>
<u>133</u>	<u>607.75 – 609.00</u>
<u>134</u>	<u>607.50 – 609.00</u>
<u>135</u>	<u>607.75 – 609.00</u>
<u>136</u>	<u>608.00 – 610.00</u>
<u>137</u>	<u>608.50 – 610.50</u>