

**DECLARATION OF BUILDING RESTRICTIONS AND RESTRICTIVE COVENANTS  
FOR KRESTON PLACE, PLAT 2**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Charles W. Adams, as Trustee of the Adams Family Lifetime Trust dated November 2, 1992, (hereinafter "Developer"), is the owner of all of the following-described real estate:

Part of the East Half of the Northwest Fractional Quarter of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, further described as follows:

Commencing at an aluminum marker at the Northeast corner of said Northwest Fractional Quarter, Section 1; thence South 00 degrees 39 minutes 00 seconds East, 777.18 feet along the east line of said Northwest Fractional Quarter; thence South 89 degrees 21 minutes 00 seconds West, 60.00 feet to a point on the westerly right-of-way line of Koke Mill Road, said point being the southeast corner of Kreston Place, Plat 1 and the Point of Beginning; thence South 00 degrees 39 minutes 00 seconds East, 399.67 feet along said westerly right-of-way line; thence South 89 degrees 21 minutes 00 seconds West, 13.00 feet; thence North 45 degrees 29 minutes 24 seconds West, 50.90 feet; thence South 89 degrees 21 minutes 00 seconds West, 652.37 feet to a point on the southerly extension of the easterly line of said Kreston Place, Plat 1; thence North 00 degrees 39 minutes 00 seconds West, 363.58 feet along said easterly line and southerly extension thereof; thence North 89 degrees 21 minutes 00 seconds East, 701.26 feet along the southerly line of said Kreston Place, Plat 1 to the Point of Beginning.

Containing 5.879 acres, more or less.

The above-described real estate has been subdivided and is now known as Kreston Place, Plat 2. Said real estate shall hereinafter be referred to as "Plat."

Developer, being desirous of subjecting Plat 2 to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the undersigned, its successors and assigns, hereby declares that Plat 2 is held and shall be transferred, sold and conveyed subject to the following restrictions, covenants and reservations and charges, to-wit:

1. No building site contained in Plat 2 shall be used for any purpose other than the permitted uses allowed under the OFF Office District zoning classification as set forth in the Zoning Ordinance of the City of Springfield, Illinois, in force as of the date of this Declaration of Building Restrictions and Restrictive Covenants. Notwithstanding the above, no building site may be used for any of the Conditional Permitted Uses allowed in the OFF zoning classification, as set forth in said Zoning Ordinance, except that institutions, fraternal or philanthropic, all types of institutions for children or the aged, and all types of nursing homes or sanitariums shall be permitted uses. No building located upon said Plat 2 shall be erected, altered, placed or permitted to remain on any portion of said lot other than for said purposes

2. Any building or buildings located upon Plat 2 shall comply with the following basic set back requirements:

Building Setback along Koke Mill Road:	20 feet minimum
Building Setback along Cairns Drive:	20 feet minimum
Building Setback along Pine Creek Drive:	20 feet minimum

3. A. No building or structure shall be erected or placed, driveway or fence constructed or improvement installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure (site plan) have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Said gradelines shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum building set-back unless similarly approved. The Committee's approval or disapproval shall be in writing. In the event the members of said Committee or the representative or successors fail to approve or disapprove such design or location within 30 days after building plans, specifications and site plan have been submitted to them, such approval shall not be required, and this covenant shall be deemed to be fully met. All submissions shall be sent to Charles W. Adams, 3040 Spring Mill Dr., Suite A, Springfield, Illinois, 62704.

B. The Architectural Control Committee for Plat 2 is composed of Charles W. Adams, Nancy Chilton Griffith, and Ronald Romanelli. In the event Charles W. Adams or Nancy Chilton Griffith or Ronald Romanelli shall be unable to serve or resigns as a member of the Committee, each may designate his or her successor. If he or she fails to designate a successor, or in the event of the death or disability of any member of the Committee, within 30 days of such vacancy, Charles W. Adams shall designate the successor to Nancy Chilton Griffith, Nancy Chilton Griffith shall designate the successor to Charles W. Adams, and the Chief Executive Officer of the Orthopaedic Center of Illinois, or its successor entity, shall designate the successor to Ronald Romanelli. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

4. No metal building shall be constructed or maintained on the lot or any of the building sites contained within Plat 2.

5. All utilities, including telephone, electric and television cables, other than for temporary service during construction, shall be underground, except as authorized by the Architectural Control Committee. Transformers and distribution pedestals for main lines and building leaders shall be located only as approved by the Architectural Control Committee.

6. Sump pump water shall be piped underground to Lot 1003, or to the storm sewer, or to other outlets as provided by the Developer.

7. Easements for installation and maintenance of utilities, storm sewers and drainage facilities are reserved as shown on the recorded plat of Plat 2. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot or building site, except for improvements for which a public authority or utility by virtue of the plat of said Plat 2 has assumed that responsibility.

8. In regard to the easements referred to in Paragraph 7 above, said easements shall be maintained by the respective owners of the lot and/or building sites. From the date of completion of the structure constructed on each lot and/or building site, Developer and/or Kreston Place Commercial Association, (hereinafter, "the Commercial Association"), as referred to below in Paragraph 21, reserves an easement and right on, over and under the ground within that lot and/or building site to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to take any action reasonably necessary to allow for the proper drainage of surface water, following which Developer and/or the Commercial Association shall restore the affected property to its original condition as near as practical. Developer and/or the Commercial Association shall give reasonable notice of intent to take such action to all affected owners, unless, in the opinion of Developer and/or the Commercial Association, an emergency exists which precludes such notice. If Developer and/or the Commercial Association exercise its right under this paragraph, and such corrective activities of Developer and/or the Commercial Association are caused by the owners or owners' contractors' failure to properly maintain drainage facilities, the owner agrees to reimburse Developer and/or the Commercial Association for the cost incurred by Developer and/or the Commercial Association restoring the easements to correct any drainage problems caused by such owners or owners' contractors' failure to properly maintain drainage facilities.

9. Developer and/or the Commercial Association hereby reserve an easement of use and right-of-way over, in, under and through the lot and/or building sites in order to enable it to exercise its rights as stated above in Paragraph 8.

10. In regard to storm water drainage, Developer is constructing on Plat 2, and has constructed on Plat 1, storm water detention ponds, which will serve all the building sites in Plat 2 and future plats of Kreston Place. Developer hereby grants unto all lot or building site owners of Plat 2 and future plats of Kreston Place an easement to use the drainage system in all plats of Kreston Place to drain storm water into the detention ponds.

11. A. Each building site owner and its contractor shall comply with the requirements of the Storm Water Pollution Prevention Plan for Kreston Place and shall comply with the requirements of the National Pollution Discharge Elimination System (NPDES) General Permit No. IL-10 for construction activities taking place on a subdivision lot or a building site. Compliance shall require, at a minimum, installation of perimeter silt barriers at locations where storm water runoff occurs from bare ground on the construction site and installation and use of a stabilized construction site entrance consisting of a 6-inch minimum depth aggregate at a location where construction vehicles access the site. The silt barrier shall be located inside of the front property line and at any drainage easements on the lot or building site to prevent erosion onto the street right-of-way and drainage swales. Excavated earth or topsoil stockpiles shall be placed inside of the perimeter silt barrier.

11. B. Any building site owner with a building site of one (1) acre or larger, shall develop for such site its own Storm Water Pollution Prevention Plan, and shall acquire a NPDES Permit from the Illinois Environmental Protection Agency prior to commencing construction activities on that site.

11. C. In the event that any fines are levied against the Developer or the Kreston Place Commercial Association, as the case may be, under the Kreston Place NPDES Permit due to negligence of an owner of a building site, the building site owner will be responsible for reimbursing the Developer or the Kreston Place Commercial Association, for the amount of the fine paid by it. Said sum, if not paid, shall constitute a lien upon the building site to be collected by the Developer and/or the Kreston Place Commercial Association in the manner described in Paragraph 22 below.

12. All parking lot areas shall have concrete curb and gutter perimeters, permanent dust-free pavement, and concrete curbs and gutters around any islands. Any deviation from the above parking lot requirements shall be approved in advance by the Architectural Control Committee.

13. All compressors and cooling towers used in conjunction with central air conditioning, as approved by the Architectural Control Committee, shall be installed in such a manner as to contribute to the exterior beauty and planning of the building and not to become an annoyance or nuisance to the neighborhood or adjacent property owners.

14. All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied which is not functionally complete throughout and which is not complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if a building is occupied. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site, either temporarily or permanently, except as authorized by the Architectural Control Committee. During construction on a building site, construction trailers and/or temporary construction facilities shall be allowed on such a building site. This covenant shall not be construed as prohibiting a building site owner from leaving an interior portion of a building unfinished, awaiting a build-out.

15. No satellite dish to be used for television or data reception shall be erected upon any building site until and unless the size and location of such satellite dish has been approved by the Architectural Control Committee in the manner set forth hereinabove in Paragraph 3.

16. An owner of any vacant building site shall cut the weeds and maintain the building site in a clean, sanitary and proper condition.

17. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

18. No garbage, waste materials, leaves or combustibles shall be burned upon any building site, street, or common area.

19. The Architectural Control Committee shall approve any and all signs to be placed upon the buildings and/or on the lot or building sites contained within Plat 2. All signs shall be in compliance with OFF zoning restrictions.

20. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened.

21. When a subsequent owner takes possession of a building site, if the sidewalks have already been installed by Developer, should the sidewalks be damaged or broken during construction on the building site by said subsequent owner or said owner's contractor, the subsequent owner shall bear the expense of and shall be responsible for repairing and replacing such damaged or destroyed sidewalks in a timely manner.

22. Each owner of a building site shall, by reason of said ownership, be a member of the Kreston Place Commercial Association, which Commercial Association will encompass Plat 1 and Plat 2 and any and all future nonresidential plats of Kreston Place. Each owner of a building site shall abide by the rules and regulations established by the Commercial Association, including liability for his proportionate share (based upon land area) of the sum required for the proper care and maintenance of the common drainage and retention areas, common landscape area, fencing, subdivision signage, and other common areas, (hereinafter "the Common Area Expenses"), within the subdivision designated as Kreston Place and/or such other reasonable assessments as shall be determined by the Commercial Association. Upon development of the residential areas of Kreston Place, the Common Area Expenses shall be apportioned between the commercial building site owners and the residential building site owners and/or the Commercial Association and the Kreston Place Homeowners Association. Said sum or sums, if not paid, shall constitute a lien upon the building site, with collection by the Commercial Association pursuant to its Bylaws. Also, any time after the formation of the Commercial Association, at Developer's election, Developer may convey to the Commercial Association any or all common areas, if the same are deemed to be owned by Developer, in Plat 2 or in any other nonresidential plat of Kreston Place. Until such time as the Commercial Association is formed, Developer shall maintain the common areas of Kreston Place and shall have a right to charge each lot or building site owner his proportionate share of the amount required for payment of Common Area Expenses and each lot and building site owner shall be liable to Developer for such fees.

23. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by owners of building sites constituting sixty-five percent of the area of all building sites covered by this declaration, agreeing to change said covenants in whole or in part has been recorded. No change or amendment of these covenants, however, shall relieve the owners of the obligation set forth in Paragraph 11.C. above in regard to reimbursement of fines and/or the obligation set forth in Paragraph 22 above to pay an owner's proportionate share of the sum required for proper care and maintenance of the common drainage and retention areas, common landscape areas, fencing, subdivision signage, and other common elements within the subdivision designated as Kreston Place or such other reasonable assessments as shall be determined by the Kreston Place Commercial Association.

24. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.

25. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

26. The undersigned, Charles W. Adams, Trustee as aforesaid, hereby confirms the easements for installment and maintenance of utilities and drainage facilities as created and shown by the recorded plat of Plat 2.

27. "Building site" as used in this instrument means all or any part of a single lot or tract of land composed of more or less than one lot upon which one principal structure is located or may be located.

IN WITNESS WHEREOF, Charles W. Adams, as Trustee of the Adams Family Lifetime Trust, has executed this instrument on behalf of said Trust, being duly authorized thereunto, this 11<sup>th</sup> day of February, 2010.

**ADAMS FAMILY LIFETIME TRUST DATED  
NOVEMBER 2, 1992**

By: \_\_\_\_\_

Charles W. Adams, Trustee

STATE OF ILLINOIS  
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles W. Adams, as Trustee of the ADAMS FAMILY LIFETIME TRUST DATED NOVEMBER 2, 1992, 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, as such Trustee, he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the Adams Family Lifetime Trust, for the uses and purposes therein set forth, being duly authorized thereunto.

Given under my hand and notarial seal this 11<sup>th</sup> day of February, 2010.



Vicki Collins

Notary Public

**Prepared by and Return to:**  
BROWN, HAY & STEPHENS, LLP  
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