

FILED FOR RECORD
KANE COUNTY, ILL.

2001K138482

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Stacy M. Blaylock
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SIXTH ADDITION AND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
NEUMANN HOMES
UNIT II

Prepared by and return to:
Ronald O. Roeser
ROESER & VUCHA
920 Davis Road, Suite 100
Elgin, IL 60123
847/888-1820


CHICAGO TITLE INSURANCE CO
Kane County Office
Geneva, Illinois 60134
Phone 232-2740

2/9/01
2400

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**SIXTH ADDITION AND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

DECLARATION, made this 1st day of November, 2001, by **RONALD O. ROESER**, as Trustee under Trust Number 1998, dated May 20, 1998 (hereinafter referred to as **DECLARANT**).

WITNESSETH:

WHEREAS, Declarant is desirous of further establishing for the mutual benefit of all future owners of any part of the property governed hereby and certain rights, restrictions and obligations with respect to the use, conduct and maintenance thereof, and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in said lands shall, at all times, enjoy the benefits of and shall hold their interest subject to rights, easements, privileges and restrictions, all of which are declared to be in furtherance of a plan to promote and protect the cooperative and aesthetic aspects of said lands and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof, and

WHEREAS, a Declaration of Covenants and Restrictions was made by the Trustee on July 19, 1994 and recorded on July 26, 1994 as document **94 K 058701** (the **DECLARATION**) which provides for addition of territory to be subject thereto, and

WHEREAS, the Third Amendment to the Declaration, recorded July 23, 1999 as document number 1999K72876 extended the period for amendment to July 1, 2004, and

WHEREAS, an Assignment of Power to amend and annex property to the Declaration was recorded July 23, 1999 as document number 1999K72885 vesting authority in these premises to Ronald O. Roeser, as Trustee under Trust No. 1998 dated May 20, 1998.

NOW THEREFORE, the Declarant hereby declares as follows:

1. The foregoing recitals and the Declaration are incorporated herein by reference.

2. All of that property described in Exhibit A, attached hereto and made part hereof is hereby submitted to the aforementioned Declaration, and all amendments thereto, and shall be so encumbered and governed, including all amendments thereto heretofore and hereafter made and provided.

3. As it concerns the property described in Exhibit A, attached hereto, the following additional use restrictions shall apply:

- a. The Declarant or its assignees may maintain while engaged in construction and sales activities, in or upon such portions of the Property as Declarant or its assignees shall determine, such temporary facilities as in its sole discretion may be necessary or convenient including, but without limitation, offices, storage areas, model units, signs, temporary fencing, monuments, communication antennas and sales and construction trailers, or other items as otherwise provided for in this Declaration.
- b. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that

- dogs and cats (not to exceed a total of four (4) such pets) or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
- c. If Declarant shall install a mailbox on a Lot or for use by a Lot Owner, the respective Lot Owner shall be responsible for maintaining, in good condition and repair, such mailbox and to replace, if necessary, said mailbox as approved by the Declarant or Association.
 - d. Passenger vehicles shall be parked first in the garages and then in the driveways serving the units, provided that no vehicle shall be parked in such a manner that it blocks access to another Lot's driveway or garage. Overhead garage doors must be kept closed on a consistent basis. No part of any Lot shall be used for storage use, including storage of recreational vehicles or overnight parking of mobile homes, trailers, trucks, vans, buses, commercial vehicles, snowmobiles or boats except within the confines of a garage and further excepting the temporary parking of such vehicles for no more than forty-eight (48) hours. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage.
 - e. Except as otherwise provided in this Declaration, each Lot Owner shall regularly mow and trim all areas of his Lot covered with ground cover, and shall keep all areas of his Lot designed or intended for the proper drainage or detention for water, including swale lines and ditches unobstructed and shall mow and maintain such areas regularly so as to keep such areas in good and functional condition. No trees, plantings, shrubbery, fencing, patio structures, landscaping treatment or other obstructions shall be planted placed or allowed to remain in such areas and no Lot Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing rate, blocking or regrading or redirecting swales, ditches or drainage areas or otherwise.
 - f. No window air conditioning units may be installed or operated on any residence.
 - g. Basketball hoops must be installed in accordance with the then current Rules and Regulations of the Association and approved by the Board.

- h. No flag poles shall be allowed in the front or side yard. Flag poles placed in placed in the backyard must be set in concrete, properly secured and not visible from the street in the front of the residence on the Lot. A short, temporary flagpole may be attached to the front porch for the purpose of flying the American flag. All flag poles must be approved by the Board prior to placement. The only flag permitted is the American flag.
- i. The Association reserves the right to enter upon any Lot to correct or eliminate nuisances or violations of any or all of the foregoing, and to correct any failure of the Lot Owner to properly maintain those areas and items not the responsibility of the Association. The cost of such entry and work shall be assessed by the Association against the individual Lot Owner. If any such assessment is not made, it shall become a lien on the Lot, the personal obligation of the Lot Owner and subject to all covenants for assessments contained in this Declaration.
- j. Article VI, Section 6-2 is deleted and the following provision inserted in its stead: Each residence constructed shall have a minimum floor space square footage of 2000 square feet per house, except that houses constructed on lots identified in Exhibit B shall have a minimum of 2300 square feet per house, exclusive of porches, basements and garages.

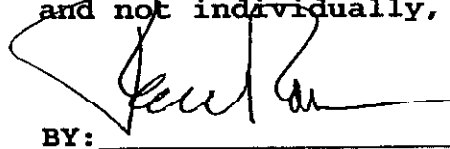
4. Pursuant to applicable codes of the Village of Carpentersville, no more than two canines shall be kept upon any lot.

5. Except as expressly set forth herein, the Declaration and its amendments shall remain in full force and effect.

The foregoing Amendment is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it a such Trustee and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said

undersigned, either individually or as Trustee aforesaid to perform any covenant either express or implied herein contained.

**RONALD O. ROESER, as Trustee
and not individually,**



BY: _____
Ronald O. Roeser, Trustee

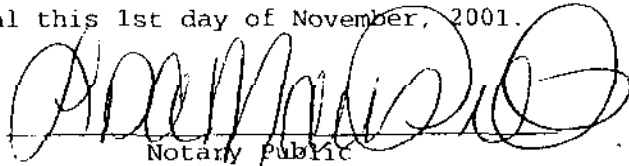
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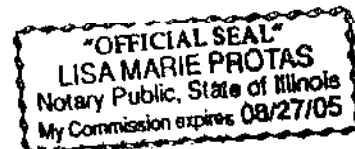
THIS INSTRUMENT IS EXECUTED BY RONALD O. ROESER AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MAY 20, 1998 AND KNOWN AS TRUST NO. 1998, NOT PERSONALLY, BUT SOLELY AS TRUSTEE AFORESAID, IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN HIM AS SUCH TRUSTEE. THIS INSTRUMENT IS EXECUTED AND DELIVERED BY THE TRUST SOLELY IN THE EXERCISE OF THE POWERS EXPRESSLY CONFERRED UPON THE TRUSTEE UNDER THE TRUST AND UPON THE WRITTEN DIRECTION OF THE BENEFICIARIES AND/OR HOLDERS OF THE POWER OF DIRECTION OF SAID TRUST AND WARRANTS THAT HE POSSESSES FULL POWER AND AUTHORITY TO EXECUTE THIS INSTRUMENT. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE REPRESENTATIONS, WARRANTIES, COVENANTS, UNDERTAKINGS AND AGREEMENTS HEREIN MADE ON THE PART OF THE TRUSTEE IN FORM PURPORTING TO BE THE SAID REPRESENTATIONS, WARRANTIES, COVENANTS, UNDERTAKINGS AND AGREEMENTS OF SAID TRUSTEE ARE EACH AND EVERY ONE OF THEM NOT MADE WITH THE INTENTION OF BINDING THE TRUSTEE IN HIS INDIVIDUAL CAPACITY

STATE OF ILLINOIS)
COUNTY OF K A N E)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RONALD O. ROESER, personally known to me to be the above cited trustee, and 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 severally acknowledged that as such Trustee, he signed 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 1st day of November, 2001.


Notary Public



This document prepared by
and should be returned to:
Ronald O. Roeser
ROESER & VUCHA
920 Davis Road, Suite 100
Elgin, IL 60123
847/998 1820

EXHIBIT A

LOTS 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229 AND 230 IN SPRINGACRES HILLS UNIT 6, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17, THE SOUTHWEST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 16, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2001 AS DOCUMENT 2001K085320. IN THE VILLAGE OF CARPENTERSVILLE, KANE COUNTY, ILLINOIS.

ALSO KNOWN AS

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 16, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE AZIMUTH 180 DEGREES 14 MINUTES 46 SECONDS (assumed), ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 572.95 FEET TO A POINT 748.29 FEET NORTHERLY OF THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE NORTHERLY, ALONG A CURVE TO THE LEFT WITH RADIUS OF 2040.00 FEET AND CHORD AZIMUTH 356 DEGREES 49 MINUTES 22 SECONDS, AN ARC DISTANCE OF 243.78 FEET TO THE NORTHWEST CORNER OF SPRINGACRES HILLS UNIT 5; THENCE THE FOLLOWING 5 COURSES ALONG THE NORTHERLY BOUNDARY OF SAID UNIT 5; AZIMUTH 83 DEGREES 23 MINUTES 58 SECONDS, 40.00 FEET; THENCE AZIMUTH 89 DEGREES 19 MINUTES 35 SECONDS, 154.80 FEET; THENCE ALONG A CURVE TO THE LEFT WITH RADIUS OF 390.00 FEET AND CHORD AZIMUTH 1 DEGREE 38 MINUTES 32 SECONDS, AN ARC DISTANCE OF 66.14 FEET; THENCE AZIMUTH 89 DEGREES 19 MINUTES 35 SECONDS, 156.27 FEET; THENCE AZIMUTH 179 DEGREES 19 MINUTES 35 SECONDS, 66.00 FEET TO A SOUTHERLY CORNER OF SPRINGACRES HILLS UNIT 6; THENCE AZIMUTH 89 DEGREES 19 MINUTES 35 SECONDS, ALONG THE SOUTH LINE OF SAID UNIT 6, 38.11 FEET FOR THE POINT OF BEGINNING; THENCE THE FOLLOWING 10 COURSES ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID UNIT 6: AZIMUTH 359 DEGREES 19 MINUTES 35 SECONDS, 218.09 FEET; THENCE AZIMUTH 52 DEGREES 22 MINUTES 13 SECONDS, 41.17 FEET; THENCE AZIMUTH 337 DEGREES 29 MINUTES 49 SECONDS, 150.76 FEET; THENCE AZIMUTH 17 DEGREES 40 MINUTES 42 SECONDS, 157.84 FEET, THENCE AZIMUTH 53 DEGREES 32 MINUTES 12 SECONDS, 146.74 FEET; THENCE ALONG A CURVE TO THE LEFT WITH RADIUS OF 296.00 FEET AND CHORD AZIMUTH 139 DEGREES 16 MINUTES 56 SECONDS, AN ARC DISTANCE OF 89.86 FEET; THENCE AZIMUTH 40 DEGREES 35 MINUTES 09 SECONDS, 184.00 FEET; THENCE AZIMUTH 75 DEGREES 40 MINUTES 19 SECONDS, 98.13 FEET; THENCE AZIMUTH 97 DEGREES 48 MINUTES 27 SECONDS, 196.46 FEET; THENCE AZIMUTH 81 DEGREES 22 MINUTES 11 SECONDS, 441.31 FEET TO THE WESTERLY LINE OF SPRINGACRES HILLS UNIT 1; THENCE THE FOLLOWING 8 COURSES ALONG THE WESTERLY BOUNDARY OF SAID UNIT 1; AZIMUTH 171 DEGREES 28 MINUTES 19 SECONDS, 186.35 FEET; THENCE AZIMUTH 189 DEGREES 38 MINUTES 30 SECONDS, 187.69

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FEET; THENCE AZIMUTH 163 DEGREES 26 MINUTES 05 SECONDS, 357.06 FEET; THENCE AZIMUTH 67 DEGREES 00 MINUTES 00 SECONDS, 71.00 FEET; THENCE AZIMUTH 160 DEGREES 59 MINUTES 11 SECONDS, 183.99 FEET; THENCE AZIMUTH 154 DEGREES 11 MINUTES 33 SECONDS, 66.00 FEET; THENCE ALONG A CURVE TO THE LEFT WITH RADIUS OF 337.32 FEET AND CHORD AZIMUTH 58 DEGREES 18 MINUTES 00 SECONDS, AN ARC DISTANCE OF 69.39 FEET; THENCE AZIMUTH 163 DEGREES 13 MINUTES 53 SECONDS, 223.69 FEET TO THE SOUTHWEST CORNER OF SAID UNIT 1; THENCE AZIMUTH 269 DEGREES 59 MINUTES 06 SECONDS, ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER, 550.23 FEET; THENCE AZIMUTH 21 DEGREES 54 MINUTES 15 SECONDS, 219.50 FEET; THENCE AZIMUTH 296 DEGREES 45 MINUTES 48 SECONDS, 403.81 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE LEFT WITH RADIUS OF 434.00 FEET AND CHORD AZIMUTH 271 DEGREES 52 MINUTES 54 SECONDS, AN ARC DISTANCE OF 376.94 FEET TO A POINT OF TANGENCY; THENCE AZIMUTH 247 DEGREES 00 MINUTES 00 SECONDS, 67.17 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT WITH RADIUS OF 400.00 FEET AND CHORD AZIMUTH 358 DEGREES 09 MINUTES 48 SECONDS, AN ARC DISTANCE OF 155.87 FEET TO A POINT OF TANGENCY; THENCE AZIMUTH 269 DEGREES 19 MINUTES 35 SECONDS, 10.60 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

WPC-D: Real Estate Dept. Data
10/31/01:11/201

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EXHIBIT B

(Area of 2300 s.f. units)

LOTS 219, 220, 221, 222, 223, 224, 225, 226 AND 227 IN SPRINGACRES HILLS UNIT 6, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17, THE SOUTHWEST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 16, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2001 AS DOCUMENT 2001K085320, IN THE VILLAGE OF CARPENTERSVILLE, KANE COUNTY, ILLINOIS.

WP6.0 client/cov6.sah
10/31/01