

COVENANTS
REGARDING
LINCOLNSHIRE,
EIGHTH ADDITION

Return to:
Lincolnshire Eighth Addition
831 E. Monroe
Springfield, IL 62701

2003R57368

08/14/2003 03:44PM

SANGAMON COUNTY
ILLINOIS

\$30.00

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DIANA

MARY ANN LAMM
SANGAMON COUNTY RECORDER

Do not Write In This Space
(FOR RECORDER USE ONLY)

This Declaration is made effective this 3 day of OCT, 2002, by the Prairie State Bank and Trust Co., Trust #1010, Springfield, Illinois, as Trustee under Trust Agreement dated May 18, 2001. ("Declarant").

WHEREAS, Declarant is the owner of the following described real estate:

Lincolnshire, Eighth Addition, situated in Springfield, Sangamon County, Illinois

WHEREAS, the Declarant now desires to subject the above described real estate to the restrictions, covenants, and conditions set forth herein:

NOW THEREFORE, Declarant hereby declares by virtue of the recording of this Declaration, that the property described above is hereby subjected to the following terms, conditions, and restrictions:

1. Lincolnshire, Eighth Addition shall be considered part of the Lincolnshire Subdivision referred to in the Declaration of Covenants, Conditions and Restrictions for Lincolnshire Homeowners Association, dated April 27, 1990 and recorded June 8, 1990 in Sangamon County, Illinois as Document #90J014658. Membership in the Lincolnshire Homeowners Owners Association referred to therein (the "Association"), shall be and is hereby made automatic, compulsory, and mandatory hereafter for all owners from time to time, of Lots in Lincolnshire, Eighth Addition.

2. A. Owners from time to time of Lots in Lincolnshire, Eighth Addition, by virtue of accepting a deed to any Lot, agree to be member(s) in the Lincolnshire Homeowners Association and to abide by its by-laws, rules and regulations as the same exist from time to time, including but not limited to by-law provisions, rules and regulations authorizing assessments against members of the Association.

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B. Owners from time to time of Lots in Lincolnshire, Eighth Addition, by virtue of accepting a deed to any Lot, agree, upon construction of any residence on said Lots, to connect the lot's sump pump to a sump pump discharge pipe of a type specified by the Architectural Standards Committee and then connect said discharge pipe to the rear yard pipe (which serves to collect sump pump discharge from the sump pump discharge pipes of the lots in the 8th Addition) and to do so in accordance with the provisions of Illinois Plumbing Code and any regulations promulgated thereunder relating to joints and connections.

C. The Association shall maintain, at no cost to the public, Lot 1000 (the Detention Area to be shown on the Final Plat of the 8th Plat) which the Trust shall deed to the Association. The Association shall also maintain the sump pump drainage system, which the Trust represents is located within the easements shown on the Final Plat of the 8th Addition, and for that purpose shall have the right to use said easements.

D. The sump pump drainage system shall not be deemed to include the lot owners' sump pump discharge pipes described in subparagraph 2. B. above. Maintenance of said sump pump discharge pipes shall be the responsibility of the respective lot owners.

3. Each deed by the Declarant initially conveying a Lot in Lincolnshire, Eighth Addition shall contain the following language:

"This conveyance is subject to the Declaration of Covenants Conditions and Restrictions for Lincolnshire Homeowners Association dated April 27, 1990 and recorded June 8, 1990 in Sangamon County, Illinois as Document #90J014658; said Declaration of Covenants, Conditions and Restrictions constituting covenants running with the land applicable to the real estate herein conveyed."

4. A. As to all Lots in Lincolnshire, Eighth Addition of which it is the owner, Declarant or its beneficial owner(s) shall be considered to be the Developer and a Class B member of the Association as described in the Declaration of Covenants Conditions and Restrictions for Lincolnshire Homeowners Association dated April 27, 1990 and recorded June 8, 1990 in Sangamon County, Illinois as Document #90J014658. Upon the initial sale of any given Lot in said Addition by the Declarant, Declarant or its beneficial owner(s) shall cease to be considered the Developer or a Class B member as to that Lot and the new owner shall be a Class A member as described in the Declaration. Upon the initial sale of a Lot, the Declarant or its beneficial owner(s) shall collect and transmit to the Association the \$100.00 membership fee provided for in the Declaration.

B. Declarant or its beneficial owner(s) shall constitute the Architectural Standards Committee (hereinafter, the "Committee") provided for in the Declaration of Covenants Conditions and Restrictions for Lincolnshire Homeowners Association dated April 27, 1990 and recorded June 8, 1990 in Sangamon County, Illinois as Document #90J014658, subject to the following conditions:

1. The authority to act as the Committee shall apply only as to Lots in Lincolnshire, Eighth Addition and only with respect to approval of the initial construction of residences on said Lots.

2. Whenever the Declaration empowers the Committee to make exceptions to the restrictive covenants contained therein or empowers the Committee to approve any act by a Lot owner which would be prohibited without such approval, the Declarant or its beneficial owner(s) acting as said Committee shall not make any exceptions or grant any such approvals and rather shall refer the Lot owner to the Architectural Standards Committee created by the Declaration which governs the Lincolnshire, 1st through 7th Additions.

Executed this 3 day of OCT, 2002

Prairie State Bank & Trust Co., Trustee of
Trust #1010, as Trustee under Trust Agreement
dated May 18, 2001.

By: John Vaughn
Its Trust Officer

SUBJECT TO ATTACHED EXECUTORY CLAUSE

STATE OF ILLINOIS)
) SS:
COUNTY OF SANGAMON)

The foregoing instrument was acknowledged before me this 3rd day of October, 2002, by John Vaughn, Trust Officer of Prairie State Bank & Trust Company.



Merilee Krumwiede
Notary Public

EXCULPATORY CLAUSE

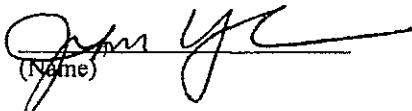
RE: Attached and made part of certain Covenants regarding Lincolnshire, Eighth Addition and dated this 3rd day of October, 2002, executed by PRAIRIE STATE BANK & TRUST AND TRUST AS TRUSTEE UNDER A TRUST AGREEMENT DATED 05/18/01 AND KNOWN AS TRUST #1010.

It is expressly understood and agreed by and between the parties hereto, which parties are also the parties to the above referenced instrument, document, or transaction, that in spite of anything contained herein, therein, or elsewhere to the contrary, each and all of the representations, covenants, undertakings, obligations, promises, liabilities, agreements, transactions, events, or occurrences made or occurring therein, or in connection therewith, by or on the part of the Trustee, Prairie State Bank & Trust, while in form or appearance they may purport to be the representations, covenants, undertakings, obligations, promises, liabilities, agreements, transactions, or actions of said Trustee are nevertheless, each and every one of them, made, done, and intended not as personal representations, covenants, undertakings, obligations, promises, liabilities, agreements, transactions, or actions by or of the Trustee, nor for the purposes or with the intentions of binding said Trustee personally, but are made and intended for, and limited to, the purpose of binding only that portion of the trust property specifically described therein or related thereto, if any, and said instrument or document is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; or said representations, covenants, undertakings, obligations, promises, liabilities, agreements, transactions, events, occurrences, or actions made, engaged in, done, or performed by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and further, that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, Prairie State Bank & Trust, on account of, in connection with, or arising out of, directly or indirectly, any such instrument or document, or on account of, in connection with, or arising out of, directly or indirectly, any such representation, covenant, undertaking, obligation, promise, liability, conduct, act, omission, agreement, transaction, event, or occurrence of the said Trustee or in any way involving said Trustee, either express or implied, all such personal liability, if any, being expressly waive and released,

PRAIRIE STATE BANK AND TRUST,
as Trustee under A Trust Agreement dated
05/18/01 and known as Trust Number #1010.

**LINCOLNSHIRE HOMEOWNERS
ASSOCIATION, INC.**


By:



(Name)
TRUST OFFICER

(Title)

By:



(Name)
PRESIDENT

(Title)

By:

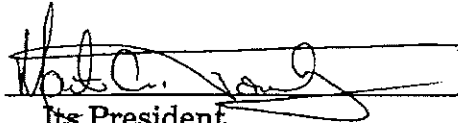
(Name)

(Title)

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Approved and agreed to:

Lincolnshire Homeowners Association, Inc.

By: 
Its President

