

*This Space for Recorder of Deeds*

**AMENDMENT TO PROTECTIVE COVENANTS  
FOR SWEETBRIAR SUBDIVISION, SANGAMON COUNTY, ILLINOIS**

This is an amendment to the Protective Covenants for Sweetbriar Subdivision, Sangamon County, Illinois, which were filed of record with the Recorder of Deeds of Sangamon County, Illinois, on March 21, 2000 as Document No. 2000R10324 (hereinafter, "the Covenants").

Clause II, paragraph (b) of the Covenants is amended to state as follows:

(b) No building shall be erected, placed or altered on any building site until 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 as to 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 set-back line unless similarly approved. External designs shall conform to the following design standards:

1. The external surface of the front of the structure shall be of brick, stone, stucco, or cedar siding of such color tones as said Committee deems to be in harmony with the natural setting and other dwellings in the subdivision.
2. The external surfaces of the remainder of the structure shall be of brick, stone, stucco, or cedar siding or other siding approved by the

*Changed language here*

Architectural Control Committee, of such color tones as said Committee deems to be in harmony with the natural setting and other dwellings in the subdivision.

The Architectural Control Committee shall be composed of Judith Dietsch or any other person, if any, that she or her successor appointed up to a maximum of three persons. In the event of the death or resignation of any member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy. In the event said 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 or, in any event, 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 this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to violation of paragraph (e) (f) or (g) following.) Neither the members of said committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on January 1, 2024, and thereafter the approval described in this covenant shall not be required 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.

Except as amended herein, the Covenants shall remain in full force and effect. The signatories to this amendment certify that as of the date of this amendment, the sole owner of record of lots within Sweetbriar Subdivision is the Judith Jones Dietsch Trust, created under the last will of Alexander J. Jones, III, deceased.

Dated this \_\_\_\_\_th day of November, A.D. 2001.

Judith Jones Insole, W/a Judith Jones Dietsch, as  
Trustee of Judith Jones Dietsch Trust under the last will  
of Alexander J. Jones, III, deceased, and not personally;

and as power of attorney (copies attached) for Janet Inslce Roustio, Phillip S. Inslce and David R. Inslce, as Successor Trustees of the Judith Jones Dietsch Trust under the last will of Alexander J. Jones, III, deceased, and not personally

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS.

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Judith Jones Inslce, *Et/a* Judith Jones Dietsch, as trustee of Judith Jones Dietsch Trust under the last will of Alexander J. Jones, III, deceased, and not personally; and as power of attorney for Janet Inslce Roustio, Phillip S. Inslce and David R. Inslce, as Successor Trustees of the Judith Jones Dietsch Trust under the last will of Alexander J. Jones, III, deceased, personally, who is 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 she signed, sealed and delivered the said instrument as her free and voluntary act, and the free and voluntary act of the aforesaid Trust and as power of attorney for the aforesaid co-trustees, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_th day of November, A.D., 2001

\_\_\_\_\_  
Notary Public

Prepared by/Return to:  
John M. Myers  
Rabin, Myers & Hanken, PC  
1300 South Eighth Street  
Springfield, IL 62703

(A)

PROTECTIVE COVENANTS

Relating to "SWEETBRIAR"

KNOW ALL MEN BY THESE PRESENTS:

The Trustees of the Judith Jones Dietsch Trust as more fully identified in Clause VII of this instrument, not individually, but as Trustees referred to herein collectively as "Developer," being the owner of the land described in Clause I of this declaration and being desirous of subjecting said property 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 and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration is more particularly described as follows:

Lot One (1) to Twenty-one (21), both inclusive, in Sweetbriar First Addition, a subdivision of a part of the Southeast Quarter of the Southwest Quarter of Township 14 North, Range 5 West of the Third Principal Meridian, situated in the County of Sangamon and State of Illinois.

CLAUSE II

To insure the best use and more appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets and adequate free space between structures and in general to provide adequately for a high-type and quality of improvement on said property; to create, preserve and maintain common areas for a landscaped entry, cul de sac medians and drainage areas and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in Clause I hereof is

hereby subjected to the following conditions, restrictions, covenants, reservations and charges, to wit:

(a) No building site shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one (1) dwelling not to exceed two stories in height with attached private garage or garages for not less than two automobiles. No buildings other than a dwelling with attached garages shall be placed or permitted on any building site; provided, however, that upon approval of the Architectural Control Committee an unattached garage and/or other building may be erected.

(b) No building shall be erected, placed or altered on any building site until 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 as to 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. External designs must include other design approved by the Architectural Control Committee upon no less than 85% of its external surfaces of such color tones as said Committee deems to be in harmony with the natural setting and other dwellings in the subdivision. Said Architectural Control Committee shall be composed of Judith Dletsch or any other person, if any, that she or her successor appointed up to a maximum of three persons. In the event of the death or resignation of any member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy. In the event said 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 or, in any event, 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 this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to violation of paragraph (e) (F) or (G) following.) Neither the members of said committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on January 1, 2024, and thereafter the approval described in this covenant shall not be required 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.

(c) There shall not be erected, placed or suffered to remain any dwelling on any building site having an area of less than 12,000 square feet.

(d) No dwelling shall be permitted on any building site unless the ground floor area of each single family dwelling unit of the main structure, exclusive of one story open porches and garages, is not less than 2,000 square feet, and no dwelling of more than one story shall be permitted on any building site unless the total floor area of the dwelling unit, exclusive of open porches and garages, is not less than 2,200 square feet.

(e) No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum set-back lines shown on the recorded plat. There shall be established and maintained on each building site, side yards of not less than ten (10) feet.

(f) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.

(g) No private driveway shall be regularly used or maintained on any of said land or within any street right-of-way unless the same is constructed and improved with a concrete surface over its entire length and width from the edge of the street pavement within the public street to the point of termination of such driveway.

(h) All electric, telephone and cable television service lines and wires to any building site shall be installed underground, except that above-ground electrical service shall be permitted temporarily during and incident to construction on a building site.

(i) No permanent fence shall be constructed that extends beyond the front line of the residence on the building sites. In case of corner lots, both street sides of the residence shall be considered as front lines. With the exception of fencing located along the back lot lines, all fencing must be of batten or wrought iron construction. Wire, chain link and stockade fences are expressly prohibited. Fences may not be constructed in a manner which interferes with or impedes the drainage areas within the

subdivision. In all cases the fence shall not exceed six feet in height.

(j) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, or solar gathering equipment, or any other equipment of an electronic and/or solar nature, shall be maintained on any building site without the prior written consent of the Architectural Control Committee except satellite dishes of not more than eighteen (18) inches in diameter.

(k) No animals, birds, or pets except for generally recognized domestic household pets, shall be kept or maintained upon any Building Site provided, however, that such pets shall not be bred, kept or maintained for commercial purposes. Any such domestic pet shall not be permitted to cause or create a nuisance, disturbance, or unreasonable amount of noise which may affect any person on the properties.

(l) No sign or signs of any kind shall be erected, posted or displayed to the public view upon any lot, living unit or any other portion of the properties, without the prior written consent of the Board or the Architectural Standards Committee, except street signs, and other identification signs authorized or installed by the Association or the Declarant.

(m) No owner, tenant, guest or other person shall park, store or keep upon a building site or Common Areas any commercial vehicle, boat or other watercraft, motor home, trailer, camper or other transportation devices of any kind; provided, however, that an Owner or tenant may park his or her privately owned automobile in such owner's or tenant's garage. No Owner, tenant or other person shall repair or restore any vehicle of any kind upon any building site or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

(n) All construction of homes must be diligently pursued to completion within a reasonable period of time after commencement of construction. No home may be occupied until it is 90 percent (90%) complete, which shall include all exterior siding, trim, brick, soffit, roof, and concrete driveway.

(o) Within six (6) months after a dwelling on any building site has been occupied for the first time, any area within each building site which lies between the pavement of an adjacent street and the building setback line as shown on the recorded plat shall be sodded, except where displaced by other landscaping, sidewalks and permitted driveways.

(p) 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.

(q) No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(r) No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not remain in public view except on days of collection.

(s) No wall, hedge or shrub planting, which obstructs sight lines at elevations between two (2) and six (6) feet above the paved surface of the nearest adjacent vehicle roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the respective straight street property lines extended to their intersection and a line connecting them at points 25 feet from the intersection of such respective straight street lines. No tree shall be permitted to remain within such triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines at said elevations.

(t) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. In addition, for a period of two (2) years after the date of an initial conveyance of each building site by the Developer, Developer further reserves an easement and the right upon, over, and under additional areas of each such building site to maintain and correct the drainage of surface water which Developer, in its sole discretion, determines to be beneficial for the health, safety, and appearance of all building sites within the subdivision and adjacent subdivisions. The Developer shall not have the right upon such additional areas to remove or damage any permanent structure upon a building site nor excavate or fill within five feet of any permanent structure without the express written consent of the building site owner except the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any similar action determined by the Developer, in its sole discretion, to be reasonably necessary, provided only that the Developer restores the affected areas to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Developer, an emergency exists which precludes such notice. Any damage to the utility and drainage easements, or any other subdivision improvement and caused by any Owner or her/his agent, including contractors, shall be repaired or replaced at the expense of any said owner.

(u) All Owners of building sites, their respective heirs, successors and assigns shall be members of Sweetbriar Homes Association in accordance with the provisions of that certain Declaration of Easements, Covenants, Conditions and Restrictions Relating to Sweetbriar Common Areas filed or to be filed with the Recorder of Deeds of Sangamon County.

(v) Any owner of any lot abutting one or two streets shall improve said lot with sidewalks in conformance with the requirements approved by the Architectural Control Committee.

CLAUSE III

"Building site," as used in this instrument, means all or any part of any single tract of land, all of which is owned by the same person or persons. In the event that any such single tract of land is included in part within some part of the lots above described and in part within other lands, the entire such single tract of land shall be deemed to be and constitute a building site. No part of a platted lot may be sold without the prior written consent of the Architectural Control Committee.

CLAUSE IV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a term of thirty (30) years from the date these Protective Covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the Office of the Recorder of Deeds of said County, agreeing to change or revoke said covenants in whole or in part.

CLAUSE V

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

CLAUSE VI

Invalidation of any one of these covenants by judgment or court order in nowise affect any of the other provisions which shall remain in full force and effect.

CLAUSE VII

The Judith Jones Dietsch Trust was created under the Will of Alexander James Jones III, deceased dated December 2, 1972 and all of its present Co-Trustees are Judith Jones Dietsch, Janet Inslee

Roustick, Phillip S. Insee and David Insee each of whom certifies that he or she has power and authority to execute this instrument.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 15th day of February, 2000.

\*Developer\*

Judith Jones Dietsch Trust  
By

*Judith Jones Dietsch*  
Judith Jones Dietsch, Co-Trustee

*Janet Insee Roustick*  
Janet Insee Roustick, Co-Trustee

*P.S. Insee*  
Phillip S. Insee, Co-Trustee

*David Insee*  
David Insee, Co-Trustee

Prepared By:  
Mohan, Alewelt, Pillaman & Adams  
One North Old State Capitol Plaza  
Suite 325  
Springfield, IL 62701-1323  
(217) 528-2517

Return To Tom Ryzowski, Inc.  
2201 E. 6th St. Bk  
Springfield, IL 62703

STATE OF ILLINOIS )  
COUNTY OF SANGAMON )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Judith Jones Dietzsch personally known to me to be the Co-Trustee whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial seal this 31st day of January, 2000.



*Linda F. Funk*  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF Madison )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Janet Insee Roushio personally known to me to be the Trustee whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 01st day of February, 2000.



*Pamela S. King*  
Notary Public

STATE OF Colorado )  
COUNTY OF Boulder )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Phillip S. Inslee personally known to me to be the Trustee whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 15th day of February, 2000.



Phillip S. Inslee  
Notary Public  
My Commission Expires October 4, 2003

STATE OF ILLINOIS )  
COUNTY OF SANGAMON )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that David Inslee personally known to me to be the Trustee whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial seal this 31st day of January, 2000.



Allyson N. Pennell  
Notary Public  
03-21-2000 10:47 AM

37.08 BRENDA  
MARY ANN LAMM  
SANGAMON COUNTY RECORDER

37.08