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RECORDER

BARBARA A. FRASCA

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF CHAMPAIGN )

**COBBLE CREEK SUBDIVISION  
SECOND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS**

**Introduction**

This Cobble Creek Subdivision, Second Restated Declaration of Covenants and Restrictions is made effective the 19<sup>th</sup> day of May 2010 by Clinton C. Atkins (the "Developer"), as the Developer and owner of more than 66.667% of the lots in the Subdivision on the date hereof, and supersedes the First Restated Declaration of Covenants and Restrictions executed by the Developer, and recorded on October 1, 2007 in the Office of the Champaign County Recorder as part of Document 2007R27221 (the "First A&R Covenants"). From the effective date of this Second Restated Declaration of Covenants and Restrictions, the definitions and declaration of covenants contained in the First A&R Covenants shall be given no further force and effect.

It is hereby provided that all conveyances of property made hereafter by the present or future owners of any of the land described in the Surveyor's Certificate identified in the Owner's

Certificate executed by the Developer and recorded on March 27, 2007 in the Office of the Champaign County Recorder as part of Document 2007R07163 shall, by adopting the description of said platted land as a part of the Subdivision, be taken and understood as incorporating in all such conveyances, without repeating the same, the following covenants and restrictions as being applicable to each tract of land described in said Surveyor's Certificate, and to all lots in the subdivision unless otherwise stated.

### **Definitions**

For the purpose of this declaration, certain words and terms are hereby defined.

**Accessory Building:** Separate building or buildings or portions of the dwelling unit located on the same building site and which are incidental to the dwelling unit or to the main use of the premise.

**Building Area:** That portion of a building site within which the construction and maintenance of main buildings is permitted.

**Dwelling Unit:** The main building, or portion of a main building, on any building site. The Dwelling Unit is to be designed, used and occupied exclusively for a residence and is to be occupied exclusively by a single family.

**Ground Floor Area:** That portion of a Dwelling Unit that is built over a basement or foundation but not over any other portion of the Dwelling Unit.

**Commons Area Easement:** The areas designated "Commons" on the Final Plat of the Subdivision which purpose is for the common use and enjoyment of the owners, and their guests, of the lots in the Subdivision, presently platted or to be platted at a later date.

**Single Family:** A group of occupants with not more than four (4) unrelated adults.

**Subdivision:** Cobble Creek Subdivision No. 1 as identified on the Final Plat on March 27, 2007 in the Office of the Champaign County Recorder as part of Document 2007R07163 (the "Plat").

### **Application**

The Covenants below, in their entirety, shall apply to all lots in the Subdivision.

## Covenants

1. Area of Application. The covenants below, in their entirety, shall apply to all lots as shown on the Final Plat of the Subdivision and each subsequent platting, if any, of the Subdivision shall incorporate these covenants by reference.
2. Incorporation of Plat. All notes and restrictions indicated on the Plat are incorporated herein by reference.
3. Zoning. The use of said lots shall conform to the zoning ordinances of the City of Urbana, Champaign County, Illinois.
4. Allowable Structures: No structure shall be erected, altered, placed or permitted to remain on any building site other than one (1) single family residential building with an attached garage for at least two (2) cars.
5. Architectural Committee and Prior Approval of Plans.

(a) Creation. The Cobble Creek Architectural Committee (the "Committee") shall have the authority to approve or reject the placement of any structure, alteration or renovation on a building site and is composed of the following three persons:

Clinton C. Atkins, 2805 South Boulder Drive, Urbana, IL 61802

Mike Martin, 2805 South Boulder Drive, Urbana, IL 61802

Mark Dixon, 2805 South Boulder Drive, Urbana, IL 61802

A majority of the Committee may designate its powers and duties to a representative to act for it. Any action taken by a majority, or a duly designated representative, of the Committee shall be considered the action of the Committee. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. At any time the record owners of 75% of the lots in the Subdivision shall have the power by a duly recorded instrument to change the membership of the Committee or to withdraw from or restore to the Committee any of its powers and duties.

(b) Powers. It is the purpose of the Committee to promote the development of the Subdivision in a manner likely to enhance the property value of the Subdivision and the value of the entire Eastgate development; therefore, the Committee shall have the following rights and powers:

(i) to approve or reject any plans submitted if they do not benefit and enhance the development of the Subdivision;

(ii) to reduce setback requirements subject to the zoning ordinances of the City of Urbana as amended from time to time;

(iii) to waive up to 25% of any area or yard requirement contained in these restrictive covenants, unless said waiver request is in conflict with the zoning ordinance of the City of Urbana or the County of Champaign;

(iv) to examine and approve or disapprove any plans and specifications for landscape planting and/or to determine whether any existing landscape planting(s) as maintained unreasonably obstruct(s) the view of approaching street traffic, golf course views and lake views of adjoining lots; and

(v) To inspect any construction work in progress upon any lot in the Subdivision for the purpose of ascertaining whether the applicable provisions of these restrictive covenants are being fully complied with.

(c) Procedures.

(i) Building Plans, etc. No temporary or permanent building, planting, dwelling, fence, signage, or other structure (including, but not limited to, antenna or satellite systems) or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of the Subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, roof pitch, signage, and color scheme thereof, and building elevations, and a site plan showing lot lines, required yards, ingress and egress, boundaries of the building site, location of signs, distance from the boundaries of the building site to the buildings, and the grading plan of the building site shall have been submitted in duplicate to and approved in writing by the Committee, and until a copy of such plans and specifications, site plan and grading plan, with planned landscaping, exterior lighting, parking, ingress and egress, and placement of all outdoor signs, as finally approved is deposited for permanent record with the Committee.

(ii) Approval by Committee. The Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the Committee fails to approve or reject any plan or matter requiring approval within thirty (30) working days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied.

(iii) Waiver of Liability. The approval by the Committee of any plans and specifications, site plan, grading, or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site.

Neither the Committee nor any member thereof, nor the Owner, shall be in any way responsible or liable for any loss or damage, for any error or defect that may or may not be shown on any plans and specifications or on any site or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, or for removal of an abandoned building, structure or other improvement, whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.

(iv) Constructive Evidence of Action by Committee. Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in the Subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Committee and such certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

(v) Enforceability. The Architectural Committee has standing to enforce these restrictive covenants. 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. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

6. Minimum Building Size: No one story Dwelling Unit shall occupy a ground floor area of less than 1,750 square feet. No Dwelling Unit having more than one story shall occupy a ground floor area of less than 1,200 square feet and a total floor area of less than 2,200 square feet. In computing the floor area of a Dwelling Unit for the purpose of applying this restriction, one-fourth (1/4) of the area of enclosed porches shall be considered to be a part of the Dwelling Unit. All area requirements listed herein shall be exclusive of garage areas.

7. Building Location: No building shall be located on any lot nearer than twenty-five (25) feet to any street line. For the purpose of this covenant, eaves, steps and open porches shall not be constructed so as to permit any portions of a building on a lot to encroach upon another lot. Emphasis in building siting on the lot shall be given to a passive solar orientation.

8. Single Dwelling per Building Site: Only one (1) Dwelling Unit shall be constructed per building site. No accessory building or storage shed may be constructed or installed which is disconnected from the Dwelling Unit.

9. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more than thirty percent (30%) of the building site. No development shall occur by any lot owner that extends beyond the platted lot lines of each lot owner's lot. If the building site consists of more than one lot, then the boundary lines of the building site shall apply, rather than the platted lot lines.

10. Permissible Building:

(a) Order of Construction - All buildings erected on any building site shall be constructed of new materials of good quality suitably adapted for use in the construction of residences. No "used materials", except brick or stone, shall be used for or in the construction of the property, and no previously built structure of any kind shall be moved upon said premises.

(b) Building Characteristics - Individual Dwelling Units should be designed to achieve a balanced proportion and scale in the overall massing, as well as with individual features or component parts, such as patios, decks, porches, garages, and entry porticos. Roof pitches should not be less than six in twelve. Flat roofs or mansard roofs shall not be allowed. Prefabricated and modular homes or other structures shall not be allowed.

(c) Fences and Walls: No perimeter fences and/or walls shall be permitted on any lot within the Subdivision. It is the intent of this covenant to preserve common area, lake and/or golf course views for all owners of lots within the Subdivision and to protect open space character of the property. Plans showing exact locations of any proposed non-perimeter fences and/or walls shall be submitted and approved by the Architectural Committee prior to installation.

(d) Satellite dishes or receivers shall be allowed only if the size of the dish or receiver is less than thirty seven (37) inches in diameter and the dish or receiver is directly attached to the rear side of the Dwelling Unit. Exterior antennas are not allowed. If an antenna is required for a particular electrical function it shall be mounted inside the house, attic, or garage.

(e) Solar panels shall be designed to be an integral part of the architecture.

(f) Driveways shall be of a hard surface. Gravel is not permitted. Concrete or pavers are preferred. Every driveway shall provide positive drainage away from the house or garage.

(g) No clothes line, whether temporary or permanent, shall be used or installed outside the dwelling unit.

(h) No athletic surface (including without limitation tennis and/or basketball courts) or swimming pool shall be located on any lot within the Subdivision.

(i) The owners of every lot shall erect and maintain in good operating condition one (1) yard light located in the front yard.

(i) All lights shall be equipped with a photo-electric cell that illuminates the light during hours of darkness. All yard lights shall be of the type as specified by the Architectural Committee in order to promote a uniform look in the Subdivision.

(ii) All property owners in the Subdivision shall be required to maintain said yard lights in proper working order. The Architectural Committee shall review all proposed exterior lighting systems for location, type, design and illumination levels. Approval shall be obtained from the Architectural Committee prior to construction.

11. Easements: Easements for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat, including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television, or any other such use that the public entity in whose jurisdiction the easement lies shall deem to be a utility. No structures shall be erected over areas reserved for easements that would interfere with construction or maintenance of utilities. Said easements are hereby granted and dedicated to the City of Urbana and County of Champaign, and utility companies; and also to lot owners (as applicable) for repair and maintenance of private sanitary service sewers owned by lot owners. Such public entity shall have the right to authorize persons to construct, occupy, maintain, use, repair, and reconstruct utilities within said easement and to maintain or authorize the utility to maintain said easement free from buildings, fences, structures, and obstructions of any kind whatsoever. No person shall obstruct said easement unless the public entity with authority to do so authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

12. Common Area Easement: Certain areas within the designated "Commons" as shown on the Plat, and any subsequent platting, are hereby dedicated to the public for the installation of utilities to serve all sections of the Subdivision. Subject to said dedication, such areas designated "Commons" shall be devoted to the common use, the enjoyment of the owners of the lots in the Subdivision, presently platted or to be platted at a later date. The management and control of these areas designated "Commons" shall be exclusively exercised by Cobble Creek Subdivision Homeowner's Association, an Illinois non-profit corporation (the "Association"). Each owner of a lot in the Subdivision shall as a condition precedent to ownership, covenant and agree to pay monthly charges to the Association in accordance with its Articles of Incorporation and By-Laws, and the declaration of covenants and restrictions contained herein, and each said owner does hereby agree to pay such assessments by accepting conveyance by deed to any lot in said Subdivision. No buildings, fences or other structures shall be erected on such areas designated as "Commons" and designated easements for public utilities are hereby granted and dedicated to the City of Urbana and County of Champaign on and across all designated areas within the "Commons".

(a) The Association shall provide for the care and maintenance (mowing and trimming) of improvements within the Commons, island and median areas from assessments paid by the owners of lots in the Subdivision as presently platted or to be platted at a later date, and it agrees to indemnify and hold harmless the respective owners of lots on which the designated Commons is depicted by recorded plat from and against any claims, demands, damages, or

injuries (including death) incurred by or arising from (a) its performance of such care and maintenance and (b) the common use and enjoyment of such Commons by the owners, and their guests, of the lots in the Subdivision.

(b) In the event that the Association does not comply with the maintenance responsibilities outlined herein, the City of Urbana shall have the right to enforce the covenants through an appropriate procedure in a court of law and be entitled to recover its expenses in so doing.

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot in the Subdivision, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot in the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot in the Subdivision. No person, firm, or corporation shall strip, excavate, or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

14. Buildings. It is the intent and purpose of these covenants to assure that all buildings shall be of the quality of workmanship and materials substantially the same or better than that, which can be produced on the date these covenants are recorded. Accessory buildings shall not be erected, constructed, or maintained prior to erection or construction of the Dwelling Unit. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any Dwelling Unit or accessory building, which are promptly removed upon completion of such Dwelling Unit or accessory building.

15. Building Setbacks and Coverage. All buildings constructed, including accessory buildings, shall not cover more than 40% of the total Lot area. No building or accessory building shall be located on any lot nearer than fifteen (15) feet to the front street right-of-way or fifteen (15) feet to any side street right-of-way. No building or accessory building shall be located on any lot nearer than ten (10) feet to the rear lot line or nearer than five (5) feet to any side lot line except for any duplex building. Signs, parking and driveways may be located within building setbacks, in accordance with City of Urbana regulations.

16. Street Sight Line Obstruction. No hedge, tree, shrub, planting, or other lot improvement that obstructs sight lines at elevations between two (2) and eight (8) feet above the street pavement surface shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-ways and lines connecting them at points thirty (30) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street right-of-way extended. Further, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way, either edge of any driveway, and a line connecting a point forty (40) feet outward from the edge of the driveway ten (10) feet from the street right-of-way. In any case, said placement shall conform to the City of Urbana Code of Ordinances governing visibility triangles.



17. Building and Parking Requirements. Except with the prior written approval of the Architectural Committee, no building, accessory building, or structure shall be constructed or maintained on any lot in the Subdivision unless such building or structure shall conform to the following covenants and requirements:

(a) Samples of all construction materials shall be submitted to the Architectural Committee for approval, as requested by the Architectural Committee. No existing building shall be placed on or moved to any lot.

(b) No owner or non-owner resident of any lot in the Subdivision, or any invitee of any such owner or resident, shall park any car on any street or driveway within the Subdivision unless the car is owned by the lot owner or non-owner resident, or their invitee, and remains operable and maintained in a good and sightly condition.

(c) No owner or non-owner resident of any lot in the Subdivision, or any invitee of any such owner or resident, shall park any truck, trailer, camper, boat, motorcycle, motor home on any street or driveway within in the Subdivision, but may park such vehicles in an enclosed garage.

(d) Each owner shall repair and maintain in good condition any sidewalk or bike path adjacent to each lot in the Subdivision until such time as the responsibility for repair and maintenance has been accepted by public authorities.

(e) Driveways shall be paved with concrete or asphalt. All sidewalks shall be paved with portland cement concrete, minimum of six (6) inches thickness.

18. Temporary Structures. No trailer, basement, tent, shack, garage, barn, structure of temporary character or other outbuilding erected or situated on any lot shall at any time be used as a residence, dwelling, storage, or commercial building, either temporarily or permanently, except that construction trailers and tent sales will be permitted on a temporary basis as approved by the Architectural Committee as set forth herein.

19. Construction. The work of construction of any building, accessory building, or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed or a certificate of occupancy is issued by the governmental authorities and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No construction shall be suspended for more than twenty (20) working days, unless caused by labor disputes or weather conditions.

(a) During any period of construction or repair, the lot owner responsible for such construction and repair shall maintain proper safety procedures, including appropriate construction barriers. Insurance shall be kept in force for liability purposes during all times of construction.

(b) Any construction use of Commons and/or easement areas for ingress and egress, if applicable, shall be minimized during normal business hours as much as is reasonably feasible so as to not interfere with customer traffic and so as to not create offensive dust, debris, noise or fumes. Any damage to streets or to parking or access areas, wherever located, caused by heavy construction traffic shall be promptly repaired by the lot owner responsible for such construction so as to place such damaged area in the condition that existed immediately prior to the construction period. If, during any phase of construction activities, disruptions occur which obstruct or otherwise negatively affect the customer traffic flow or business activities of the other lot owners, the Architectural Committee may direct the lot owner responsible for such construction to immediately cease and desist using the contractors or subcontractors causing said disruption, and the lot owners shall promptly comply with such direction. Failure by such lot owner to comply shall entitle the Architectural Committee to a preliminary restraining order and an injunction restraining the lot owner from continuing construction until the disruptions are remedied by the lot owner and such contractors and subcontractors.

20. Construction Maintenance. No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected. During the course of construction all materials and equipment shall be stored only on the lot on which construction is underway or another vacant lot owned by the same owner; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises weekly or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place upon the lot except in compliance with applicable ordinances of the City of Urbana. The intent of this covenant is to maintain and preserve a clean and neat appearance in the Subdivision at all times.

21. Maintenance, Repairs and Replacements. Each lot owner in the Subdivision shall furnish and be responsible for, at his or her own expense, all maintenance, repairs and replacements within his or her own Dwelling Unit. Maintenance, repairs and replacements of Dwelling Unit roofs and outside walls shall be furnished by the Association as a part of the common expenses, subject to the rules and regulations Association; provided, that at the discretion of the Association, maintenance, repairs and replacements may be assessed in whole or in part to property owners particularly benefited thereby and further, at the discretion of the Association, it may direct such property owners in the name and for the account of such property owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Association such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanical or material men's lien claims that may arise therefrom.

The Association may cause to be discharged any mechanic's lien or other lien or encumbrance, including any lien for sewer service charges imposed by the Urbana-Champaign Sanitary District related to one or more Dwelling Units, which, in the opinion of the Association may constitute a lien against the any property in the Subdivision, including without limitation Commons areas, other than a particular Dwelling Unit. When less than all of the lot owners in

the Subdivision are responsible for the existence of any such lien, the lot owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Association shall determine, in its discretion, that any maintenance or repair of any Dwelling Unit is necessary the Association may cause a written notice of the necessity for such maintenance or repair to be served upon the owner of that Dwelling Unit, which notice may be served by delivering a copy thereof to any occupant of such Dwelling Unit or by mailing the same by certified or registered mail addressed to the owner at the Dwelling Unit. If such lot owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Association), the Association may cause such maintenance and repair to be performed at the expense of such lot owner.

If, due to the act or neglect of any lot owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such lot owner, damage shall be caused to any Dwelling Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such lot owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent not covered by insurance.

The Association shall have exclusive authority to take, or refrain from taking, any action pursuant to this section. All expenses, which, pursuant to this section, are chargeable to any lot owner, may be specifically assessed to such lot owner and shall be payable by such lot owner as prescribed by the Association.

22. Insurance.

(a) Each lot owner in the Subdivision shall obtain insurance for the Dwelling Unit or portion thereof which is located on the owner's lot against loss or damage by fire and such other hazards, for the full insurable replacement cost, or if a lot owner's Dwelling Unit is part of a duplex/multi-unit building located on more than one (1) lot their pro-rata share of the full insurable replacement cost, of the Dwelling Unit ("Casualty Insurance").

In addition, each lot owner in the Subdivision shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another lot owner's Dwelling Unit caused by the negligence of the insured lot owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the damaged Dwelling Unit ("Owner's Liability Insurance"). Personal liability of a lot owner shall include the deductible of the lot owner whose Dwelling was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

"Mandatory Insurance Coverage" as used herein shall include Casualty Insurance and Owner's Liability Insurance.

If a lot owner does not purchase and produce evidence of Mandatory Insurance Coverage to the Association, the Association may, but shall not be required to, purchase the Mandatory Insurance Coverage and charge the premium cost back to the lot owner. In no event shall the Association be liable to any person either with regard to its decision not to purchase the Mandatory Insurance Coverage, or with regard to the timing of its purchase of the Mandatory Insurance Coverage or the amounts or types obtained.

In case of fire or any other disaster the proceeds of Mandatory Insurance Coverage, if sufficient to Reconstruct the covered Dwelling Unit, shall be applied to such Reconstruction. "Reconstruction" as used herein, means restoring the Dwelling Unit to substantially the same condition in which it(they) existed, including the same vertical and horizontal boundaries, prior to the fire or other disaster.

(b) The Association shall have the authority to and shall obtain comprehensive liability insurance, against claims and liabilities arising in connection with the ownership, existence, use or management of the Commons areas in amounts deemed sufficient in the judgment of the Association, insuring the Developer and lot owners individually and severally, the board of directors, the Association, the declarant, the managing agent, if any, and their respective employees, agents and all persons acting as agents. The insurance shall cover claims of one or more insured parties against other insured parties. Such insurance shall contain a waiver of rights to subrogation by the insuring company against any of the above named insured persons. The Association shall notify insured persons concerning the cancellation of such insurance. Premiums for such insurance shall be common expenses.

(c) Each lot owner shall be responsible for his own insurance on the contents of his or her own Dwelling Unit and furnishings and personal property therein, and his or her personal property stored elsewhere on his or her lot, and his personal liability to the extent not covered by the liability insurance for all of the lot owners obtained as part of the common expenses as above provided.

(d) Each lot owner shall be solely responsible for obtaining insurance on any additions, alterations or improvements made by the owner to his or her Dwelling Unit.

(e) Each lot owner hereby waives and releases any and all claims which he may have against any other lot owner, the Association, its officers, members of the board of directors, the declarant, the manager and managing agent, if any, and their respective employees and agents, for damage to the Commons areas, or to any personal property located in the Dwelling Unit or Commons areas, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

23. Sewerage System. No individual sewage disposal system shall be installed or maintained on any lot in the subdivision. Sanitary sewerage drainage outlets shall not be connected with the storm

drainage system; storm or surface drainage outlets shall not be connected with the sanitary sewerage drainage system.

Development of individual lots shall include provisions for underground storm sewer systems to connect to public storm sewers, as shown on construction plans approved by the City of Urbana. Responsibility for such connections and cost shall be borne by the lot owner at time of development of the subject lot.

24. Garbage and Refuse Disposal: No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from view. Garbage containers shall be kept out of the front yard except on collection day. Storage of garbage containers while in use shall be in the garage or shall be screened from view.

25. Hazardous Waste. No lot owners shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective lot in the Subdivision. Lot owners shall not do, nor allow anyone else to do, anything affecting their lot that is in violation of any Environmental Law. The preceding two sentences shall not prohibit the presence, use, or storage on their lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal uses, maintenance of the premises, or retail sale in the ordinary course of business. If any lot owner learns, or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting their lot is necessary, the lot owner shall promptly take all necessary remedial actions in accordance with Environmental Law.

26. Maintenance. The owner of each lot in the Subdivision shall maintain and keep in good repair the parking facilities, and landscaped areas on its own parcel, and shall keep such parking areas clear and free of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting. The owner of each lot in the Subdivision shall keep all improvements in good order (i.e., roofing materials, shingles, exterior paint, asphalt pavement, landscaping, walls, etc.).

27. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in the Subdivision, except that no more than two (2) dogs, cats, or other common household pets may be kept per dwelling unit, provided that they are not kept, bred, or maintained for any commercial purpose.

28. Term and Enforceability. Unless amended as provided herein, these covenants shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall extend automatically for successive periods of ten (10) years. In addition to the Architectural Committee, each lot owner and the Association shall have standing to enforce these restrictive covenants. 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. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

29. Amendment of Covenants. These restrictive covenants may be amended or waived, in whole or in part, as to any one or more Lots at any time, by an instrument signed, acknowledged, and

recorded by 66.667% of the then record owners of the lots in the Subdivision as it may exist from time to time.

30. Waiver. The failure of the Architectural Committee, any building site owner, or the present owners of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions, conditions, covenants, reservations, liens, or charges.

31. Severability. If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herein provided or any part thereof is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges or any part thereof shall be thereby affected or impaired.

32. Covenants Running With the Land: The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

**[Signature on following page]**



CLINTON C. ATKINS

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State, certify that Clinton C. Atkins, an individual, personally known to me to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 19<sup>th</sup> day of May 2010.



Notary Public

(9) Prepared by and return to:  
Matt C. Deering  
MEYER CAPEL, A Professional Corporation  
306 West Church  
Champaign, IL 61820  
Phone (217) 352-1800

EXHIBIT A  
LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows, with bearings on local datum:

Commencing at the Southwest corner of the Southwest Quarter of said Section 22, proceed North  $00^{\circ} 24' 39''$  West along the West line of said Southwest Quarter, 494.04 feet to the Northwest corner of Calvary Baptist Church property and the True Point of Beginning; thence continue North  $00^{\circ} 24' 39''$  West along said West line, 894.18 feet to the Southerly right-of-way line of Amber Lane; thence South  $90^{\circ} 00' 00''$  East along said Southerly right-of-way line, 24.34 feet; thence continue Easterly along said Southerly right-of-way line on the arc of a curve concave to the Northwest having a radius of 530.00 feet, an arc length of 197.61 feet, a chord bearing of North  $79^{\circ} 19' 07''$  East, and a chord distance of 196.47 feet to the Northwest corner of Lot H117 of Stone Creek Subdivision No. 1; thence South  $45^{\circ} 39' 03''$  East along the Westerly line of Lots H113 through H117 of said Stone Creek Subdivision, 481.29 feet; thence Southeasterly along the Southerly line of Lots H110 through H113 of said Stone Creek Subdivision on the arc of a curve concave to the Northeast having a radius of 360.00 feet, an arc length of 334.27 feet, a chord bearing of South  $72^{\circ} 15' 05''$  East, and a chord distance of 322.39 feet; thence North  $81^{\circ} 08' 57''$  East along the Southerly line of Lots H109 and H110 of said Stone Creek Subdivision, 135.29 feet to the Southwest corner of Lot H108 of said Stone Creek Subdivision; thence South  $89^{\circ} 53' 14''$  East along the Southerly line of Lots H107 and H108 of said Stone Creek Subdivision, 196.73 feet to the Southeast corner of said Lot H107; thence South  $43^{\circ} 49' 55''$  East along a Southwesterly line of Stone Creek Golf Course, 89.91 feet; thence South  $00^{\circ} 09' 40''$  East, 202.03 feet; thence Easterly along the arc of a curve concave to the South having a radius of 5000.00 feet, an arc length of 40.13 feet, a chord bearing of North  $88^{\circ} 59' 52''$  East, and a chord distance of 40.13 feet; thence Southerly on the arc of a curve concave to the West, having a radius of 50.00 feet, an arc length of 127.54 feet, a chord bearing of South  $17^{\circ} 41' 31''$  East, and a chord length of 95.67 feet; thence South  $34^{\circ} 36' 42''$  East, 22.76 feet; thence South  $00^{\circ} 09' 40''$  East, 110.00 feet; thence South  $89^{\circ} 50' 20''$  West, 792.22 feet; thence South  $00^{\circ} 24' 39''$  East, 26.46 feet to a point located on the Easterly extension of the North line of said Calvary Baptist Church; thence South  $89^{\circ} 50' 20''$  West along said North line of Calvary Baptist Church and an Easterly extension thereof, 545.86 feet to the True Point of Beginning, encompassing 18.637 acres, more or less.

Prepared by: HDC Engineering, L.L.C.  
201 W. Springfield Ave.  
Champaign, IL 61820

Date: January 9, 2006  
Revised: February 2, 2006

HDC Project No.: 04468