

CHERRY HILLS SECOND

An Addition To Champaign County, Illinois Protective Covenants

STATE OF ILLINOIS COUNTY OF CHAMPAIGN

OWNER'S CERTIFICATE

THE CHAMPAIGN NATIONAL BANK, a corporation, of Champaign, Illinois, as Trustee, under Trust Agreement dated November 19, 1985, and known as Trust No. 030-877-617, and as the record and legal owner of certain real estate, makes this certificate as to such real estate described as follows:

A part of Tract II of a survey performed by D. Wayne Shoemaker, Registered Illinois Land Surveyor Number 1684, dated July 2nd, 1974, said Tract II being a portion of the Northwest Quarter of Section 27, Township 19 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

Beginning at a point on the North Line of the Northwest Quarter of said Section 27, Township 19 North, Range 8 East of the Third Principal Meridian, said point being 1142.04 feet East of the Northwest Corner of said Northwest Quarter and, also, being coincident with the Northwest Corner of Cherry Hills an Addition to Champaign County, Illinois, as recorded in Plat Book Z page 379 in the Office of the Recorder of Champaign County, Illinois, thence proceed South $0^{\circ}03'55''$ East along the West Line of said Cherry Hills Addition, a distance of 898.44 feet to the Southwest Corner of Lot 22 in said Cherry Hills Addition, for the True Point of Beginning; thence North $89^{\circ}56'05''$ East along the Southerly Line of said Cherry Hills Addition, 142.00 feet; thence South along the arc of a circular curve to the left having a radius of 500.00 feet, a central angle of 2° , a chord distance of 24.00 feet, a chord bearing of South $19^{\circ}08'42''$ East, an arc distance of 24.00 feet along a Southerly Line of said Cherry Hills Addition; thence North $69^{\circ}28'47''$ East along a Southerly Line of said Cherry Hills Addition, 168.41 feet; thence South $21^{\circ}51'03''$ East along a Southerly Line of said Cherry Hills Addition, 45.47 feet; thence South $37^{\circ}29'24''$ East along a Southerly Line of said Cherry Hills Addition, 92.45 feet; thence South $55^{\circ}40'31''$ East along a Southerly Line of said Cherry Hills Addition, 115.23 feet; thence South $73^{\circ}51'38''$ East along a Southerly Line of said Cherry Hills Addition, 108.43 feet; thence South $88^{\circ}40'20''$ East along a Southerly Line of said Cherry Hills Addition, 160.80 feet; thence South $82^{\circ}03'07''$ East along a Southerly Line of said Cherry Hills Addition, 136.78 feet; thence South $62^{\circ}47'55''$ East along a Southerly Line of said Cherry Hills Addition, 173.77 feet;

thence South 72°38'50" East along a Southerly Line of said Cherry Hills Addition, 117.89 feet to the Easterly Line of said Tract II of said survey performed by D. Wayne Shoemaker, and also being the West Line of the East 21 1/2 Acres of said Northwest Quarter; thence South 0°07'50" East along said East Line of said Tract II, 276.01 feet to the South east Corner of said Tract II; thence North 88°45'09" West along the South Line of said Tract II, 1143.66 feet to the Southwest Corner of said Tract II; thence North 0°03'55" West along the West Line of said Tract II, 562.50 feet to the True Point of Beginning, encompassing 11.61 Acres, more or less.

Owner states that the same was caused to be surveyed and platted by Stephen A. Kurth, an Illinois Registered Land Surveyor No. 1945, and the undersigned does hereby adopt, ratify and confirm the plat prepared by said Surveyor and name such subdivided real estate "CHERRY HILLS SECOND, An Addition to Champaign County, Illinois", and the undersigned does hereby dedicate the tracts marked "Coppertree Road", "Cove Creek Place", "Cherry Creek Road" and "Woodridge Road", and that part: set aside as Easements, to the public, for the public use, and the undersigned does dedicate for public use all of the utilities such as water mains, storm sewers and sanitary sewers to the public for public use forever.

Each of said lots in said subdivision on which there appears a broken line designated as "Public Utility Easement" is subject to a permanent easement five, ten or proper feet in width as shown thereon for the installation and maintenance of gas, telephone and power lines, water and sewers, and any other utilities which may be needed for the benefit of any or all of the lots in said subdivision.

It is hereby provided that all conveyances of property hereinafter made in said subdivision by the present or future owners of any of the lands described in said Surveyor's Certificate for said subdivision shall, by adopting the above description of said land as platted, be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions, as applicable:

DEFINITIONS

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

Accessory Building: Separate building or buildings located on the same building site and which are incidental to the main building or to primary use of the premises.

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

Building Site: A portion of the subdivision consisting of at least ninety-five percent (95%) of one entire lot, as platted.

Dwelling: Any building occupied or designed to be occupied by and used exclusively for a residence by a single family.

Ground Floor Area: That portion of a dwelling which is built over a basement or foundation above surrounding grade but not over any other portion of the dwelling.

AREA OF APPLICATION

The proposed covenants below, in their entirety, shall apply to Lots 41 through 73, inclusive, as shown on the plat of said subdivision.

COVENANTS

1. ALLOWABLE STRUCTURES: No structure shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling, a private garage for not more than three (3) cars, and other accessory buildings incidental to residential use.

2. ARCHITECTURAL CONTROL:

a. Committee Membership: the Architectural Control Committee is composed:

Josef C. Hallbeck, Greg A. Millage, Daniel J. Hallbeck

A majority of the committee may designate a representative to make its report. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. For each twenty (20) lots sold or contracted for sale, the lot purchasers, as a group, shall be entitled to name one of the three members of the Architectural Control Committee. At any time, the then record owners of a majority of the lots in CHERRY HILLS SECOND, An Addition to Champaign County, Illinois, shall have the power, through a duly recorded written instrument, to change the membership of the committee.

b. Powers: It is the purpose of Architectural Control to promote the residential development of CHERRY HILLS SECOND, An Addition to Champaign County, Illinois, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

The Architectural Committee shall have the power to reduce side-yard requirements by not more than twenty-five percent (25%) of the required side-yard and to reduce the front and rear yard requirements by not more than ten percent (10%) of the applicable required front or rear yard; the Committee shall have the further power to reduce minimum dwelling size requirements where the size, shape, and location of the lot warrants such variance in the opinion of the Architectural Committee.

1. BUILDING PLATS, ETC: No building, dwelling, fence, or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material,

and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan of the building site shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Committee,

2. APPROVAL BY ARCHITECTURAL COMMITTEE: the Architectural 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) 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 with.

3. RIGHT OF INSPECTION: During any construction or alteration requires to be approved by the Architectural Committee, any member of the Architectural Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

4. WAIVER OF LIABILITY: The approval by the Architectural Committee of any plans and specifications, plot plan, grading, or 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 said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.

5. CONSTRUCTIVE EVIDENCE OF ACTION BY ARCHITECTURAL COMMITTEE: Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such 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 Architectural Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

3. MINIMUM DWELLING—QUALITY AND SIZE: It is the intent and purpose of these covenants to assure that all dwellings 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. For single family dwellings, the ground floor area above surrounding grade or the main structure, exclusive of open porches and garage, shall be not less than 1,600 square feet, for a dwelling of less than two stories; in the event the main structure is a two-story dwelling, the ground floor area, exclusive of open porches and garage, shall be not less than 900 square feet,

and the total required floor area shall not be less than 1,800 square feet, exclusive of open porches and garage.

4. BUILDING LOCATION: No building shall be located on any lot nearer than twenty-five (25) feet to the front street right-of-way or nearer than twenty-five (25) feet to the rear lot line; no part of a dwelling shall be located nearer to a side lot line than ten (10) feet unless a different distance is set forth on the recorded plat. With respect to all lots, no structures or fences shall be erected in the front set back lines. Where a building site consists of more than one lot, the above provisions shall be applicable to the boundary lines of a building site rather than the platted lot lines. Accordingly, the Architectural Committee shall have the power to increase the side yard requirements to a minimum of fifteen percent (15) of the width of the building site consists of more than one lot; this power is in addition to the power of the Architectural Committee set forth in Paragraph 2, Subparagraph (b) above.

5. DWELLINGS PER BUILDING SITE: Only one dwelling structure shall be constructed per building site; no replatting or subdividing of these lots shall be permitted, the effect of which would be to reduce the area of width below ninety percent (90%) of the area and width as platted.

6. EASEMENTS: Easements for installation and maintenance of underground utilities and drainage facilities are reserved as noted on the recorded plat and also upon the front ten (10) feet of all lots. No building or outside facility within the subdivision shall be supplied with utility service lines above the surface of the ground. Each lot owner shall grant a written easement for such underground service upon request of the interested utility. All utilities serving this subdivision and all connections made thereto shall be located beneath the surface of the ground excepting therefrom transformer installations and service pedestals. Required above ground appurtenances to the underground utility system shall be located within six (6) feet of the side lot lines.

7. PERCENTAGE OF LOT COVERAGE: All buildings on a building site, including accessory buildings and the additional area enclosed by a fence, the nature of which obstructs view through it, shall not cover a total of more than thirty percent (30) of the building site, except with the prior express written approval of the Architectural Committee.

8. PERMISSIBLE BUILDING: Order of Construction: All buildings erected on any building site shall be constructed or material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed, or maintained prior to the erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

9. NON-OCCUPANCY AND DILIGENCE DURING CONSTRUCTION: The work of construction of any 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, 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 excavation except as is necessary for the construction of improvements shall be permitted. No partial construction shall be suspended for more than twenty (20) working days.

10. MAINTENANCE OF LOT SITE DURING CONSTRUCTION: During the course of construction all materials and equipment shall be stored only on the lot on which construction is underway; 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 each Saturday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place, of debris, upon the premises except in compliance with applicable ordinances. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.

11. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. SIGNS: No sign of any kind shall be displayed to the public view on any lot 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 the builder during construction which are attached to the building, or signs of the Developer, Josef C. Hallbeck.

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, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. 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. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, grass, or other cuttings and other waste shall be kept only in sanitary containers and shall not be dumped upon any other lot in the subdivision. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property.

16. STORAGE: 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.

17. STREET SIGHT LINE OBSTRUCTION: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines 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 line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from either side of a driveway and a point on the edge of the driveway towards the building fifteen (15) feet from the street right-of-way line.

18. SEWERAGE SYSTEM: A sanitary sewer system has been installed in the subdivision and, therefore, no individual sewage disposal system shall be installed or maintained on any lot.

19. OFF-STREET PARKING: All property owners shall provide a garage for the number of automobiles in use by the residents on the property. All property owners or residents in the Subdivision owning or possessing trucks, trailers, campers, boats, motorcycles or motor homes which they desire to park in the subdivision shall provide and use an enclosed garage for the storage of same when not in motion.

20. SIDEWALKS AND DRIVEWAYS: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walk and residence must be paved with concrete or asphalt. Driveways between the sidewalk and street shall be paved with concrete or asphalt, or Portland Cement, minimum of five (5) inch thickness.

21. POST LANTERN: Each lot owner shall, upon actual occupancy of his lot, install and maintain an electric post lantern within ten (10) feet of the intersection of his driveway and street right-of-way. The lantern shall be illuminated during the hours of darkness and shall be equipped with an automatic control device for this purpose. The lantern shall be equipped with appropriate lights having an equivalent minimum of seventy-five (75) watts.

22. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; weeds on vacant lots shall be cut when twelve (12) inches high. If the lot owner fails to do so the Architectural Committee may cause weeds to be cut and a lien may be filed against the property for week mowing, not to exceed \$50 per cutting. Lot owners shall endeavor to keep lots clean of debris and waste materials so as to preserve a neat appearance in the subdivision.

23. WAIVER: The failure of the Architectural Committee, any building site owner or the present owner 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 restriction, condition, covenant, reservation lien or charge.

24. ENFORCEMENT: 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 Homeowner's Association shall also have the power to seek appropriate remedy for the enforcement of these covenants.

25. AUTHORITY TO RELEASE RIGHTS: The owners of legal sites in CHERRY HILLS SECOND, An Addition to Champaign County, Illinois, shall have the authority at any time to release all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area and upon the recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such restrictions, conditions, covenants, reservations, liens, or charges shall no longer be required under the provisions herein set forth.

26. HOMEOWNER'S ASSOCIATION: It is understood that all lot owners shall be members of the CHERRY HILLS Homeowner's Association, a not for profit corporation organized under the laws of the State of Illinois. All lot owners agree to accept membership in said association and to abide and be bound by the reasonable rules and regulations of said association and to maintain membership therein so long as such lot ownership is retained. Each owner-member shall be subject to assessment for annual dues to the association not to exceed \$50.00 unless a larger amount is approved by the owners of 80% of the lots.

Accordingly, the Homeowner's Association shall have the following powers:

- (a) Authority to enforce these covenants.
- (b) Authority to levy dues assessments.

27. TERM: Except as provided in Paragraph 25, "these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a person or persons then owning a majority of the platted lots In CHERRY HILLS SECOND, An Addition to Champaign County, Illinois, has been recorded, agreeing to change said covenants in whole or in part.

28. CONSTRUCTION: 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.

IN WITNESS WHEREOF, this instrument has been executed by the Owner of that tract of real estate included in CHERRY HILLS SECOND, An Addition to Champaign County, Illinois, the same being THE CHAMPAIGN NATIONAL BANK as Trustee and not individually, which has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its president and attested by its trust officer this _____ day of _____, 1986, at Champaign, Illinois.

THE CHAMPAIGN NATIONAL BANK,

as Trustee as aforesaid and not

individually

BY: (as per signature recorded)

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____ to me personally known to be _____ and _____. respectively, of THE CHAMPAIGN NATIONAL BANK, a corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Officers, respectively, they signed, sealed, and delivered the said instrument as the free and voluntary act of said Bank for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said Bank, Given under my hand and Notarial Seal this _____ day of _____ 1986.

Notary Public (signature recorded)

PREPARED BY:

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