

CERTIFICATE OF OWNERSHIP AND DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS, AGREEMENTS AND CHARGES
AFFECTING REAL PROPERTY KNOWN AS BRIAR CLIFF
FIRST SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS

This Certificate and Declaration made this 26th day of October, 1963, by the undersigned, Planned Communities, Inc., an Illinois corporation, having its principal office in Urbana, County of Champaign, State of Illinois, said corporation being the owner of the following described and bounded real estate:

Beginning at the intersection of the East Right of Way line of State Bond issued Route 47 with the North line of the South half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 10, Township 20 North, Range 7 East of the Third Principal Meridian; thence East along said North line a distance of 1315.5 feet to the East line of said Section 10; thence continuing on East along the north line of the South half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 11, Township 20 North, Range 7 East of the Third Principal Meridian, a distance of 1323.78 feet to the East line of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4); thence South along said East line and the East line of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section 11 a distance of 933.45 feet to the centerline of the Sangamon River; thence S 59° 33' W along said centerline a distance of 758.6 feet; thence S 71° 10' W along said centerline a distance of 154 feet; thence S 88° 15' W along said centerline a distance of 113 feet; thence N 77° 30' West along said centerline a distance of 206 feet; thence West along the South line of the North half (N 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section 11 to the Southwest corner of said North half (N 1/2); thence N 49° 45' 1/2' W a distance of 239.7 feet; thence N 46° 14' 50" W a distance of 655.30 feet; thence N 21° 54' 25" W a distance of 267.78 feet; thence S 54° 54' 09" W a distance of 367.87 feet to the point of curve of a curve to the right having a radius of 150 feet; thence along said curve a distance of 148.27 feet to a point of tangency of said curve; thence N 68° 27' 46" W a distance of 345.43 feet to the East Right of Way line of said Route 47; thence N 11° 31' 1/2' E along said East Right of Way line a distance of 107.03 feet; thence continuing along said East Right of Way line N 89° 47' 1/4' E a distance of 41.3 feet; thence continuing along said East Right of Way line N 0° 003' E a distance of 299.1 feet to the place of beginning, containing 54.84 acres more or less, all being situated in said Sections 10 and 11 in Champaign County, Illinois,

which is included in the attached plat, the undersigned having caused the same to be surveyed by Chandler S. Parsons, Registered Illinois Land Surveyor No. 1621, and having subdivided the said real estate into lots, drives, access to "commons", "commons" as indicated on the attached plat bearing the certificate of the said Chandler S. Parsons under the date of October 26, 1963. Said subdivision is to be known as Briar Cliff First Subdivision, Champaign County, Illinois, and the real estate contained therein shall be

held, transferred, sold and conveyed subject to the conditions, covenants, restrictions, agreements and charges hereinafter set forth in the various articles of this Declaration and shall apply to and bind the successors in interest and the owner and owners thereof, to-wit:

ARTICLE I. MUTUAL AND RECIPROCAL COVENANTS AND AGREEMENTS

All of said conditions, restrictions, covenants, agreements and charges shall be made for the direct and mutual reciprocal protection and benefit of each and every lot and the "commons" shown on said map, as recorded, and shall be intended to create mutual and equitable servitudes upon each of said lots and the "commons" in favor of each other lot and the "commons" on said map and to create reciprocal rights and obligations between the respective owners of all of the lots shown on said plat and the "commons" and to create a privity of contract and estate between the purchasers of said lots, their heirs, successors in interest and assigns, and shall, as to the owners of each lot shown on said map and the "commons", his heirs, successors in interest and assigns, operate as covenants running with the land for the protection and benefit of all other lots in and each and every part of Briar Cliff First Subdivision.

ARTICLE II. DEFINITION OF TERMS

Whenever used in this Declaration, the following terms shall have the following meanings:

(a) The term "lot" means and refers to the numbered subdivision of land delineated and specified on said map.

(b) The term "commons" is the area within the plat, except the "lots" and streets, and shall include the area marked "access to commons".

(c) The term "dwelling" means and refers to the main portion of such structure and all projections therefrom, such as bow or oriel windows, exterior chimneys, covered porches or porticoes and the like, including garages incorporated in and forming a part of the dwelling house, but shall not include eaves of such structures nor any open pergola nor any uncovered porch, stoop or steps, the sides of which do not extend laterally more than three feet above the level of the first floor of said structure.

(d) The term "owner" means and refers not only to the person or those persons acquiring title to any lot in fee simple, but also all persons entitled to purchase a lot or lots on said property under outstanding contracts of sale and persons having a possessory interest in any lot or lots as tenants or otherwise, and the heirs, successors in interest and assigns of each of them.

(e) The term "set back" means and refers to the horizontal distance between the furthestmost applicable projection of any dwelling house or other structure referred to and a given line, street, lot or plot.

ARTICLE III. BRIAR CLIFF ASSOCIATION

The undersigned has caused a not-for-profit Illinois corporation to be formed by the name of Briar Cliff Association and have named and designated an architectural committee composed of three persons in connection therewith and herewith. The undersigned agrees and will this day deed to that corporation the land designated as "commons", including access to "commons", which conveyance shall be subject to the provisions of this certificate and declaration, the consideration therefor being that said land shall be held

by said corporation, for the benefit of the owners of the lots in this subdivision in accordance with the restrictions herein set forth and the articles of incorporation and by-laws, rules and regulations of said corporation. The undersigned is the owner of land in Sections 10 and 11, Township 20, Range 7 East of the Third Principal Meridian, Champaign County, Illinois. It is the intention of the undersigned to plat its remaining land in Sections 10 and 11, Township 20, Range 7 East of the Third Principal Meridian, Champaign County, Illinois, described above, creating one or more additional subdivisions and carrying out the town and country plan with lots and "commons" in each of said subdivisions. In the event that such additional subdivisions are made and filed, then the owners of lots in the subsequent subdivisions shall be entitled to use, with the owners of lots in this subdivision the "commons" described in the attached plat and the owners of lots 1-37 and A, B, C, and D inclusive in the plat attached shall be entitled to use the "commons" designated on such subsequent subdivision plats, which said "commons" in the subsequent subdivision plats shall likewise be conveyed to Briar Cliff Association above referred to.

The architectural committee designated by the Board of Directors of Briar Cliff Association shall hold their office and receive compensation, if any, as provided by said Association. The owner or owners of the legal title of record of a lot in this subdivision will automatically be a member of Briar Cliff Association. The owner or owners of each lot shall be entitled to one vote at member meetings. The owner or owners of more than one lot shall be entitled to additional vote or fraction thereof in accordance with the additional lots owned or fractions thereof. The members of said Association shall meet in accordance with the by-laws of that Association and shall elect the Board of Directors of that Association. The rights, privileges, powers and duties of the architectural committee shall include, but not be limited to, the enforcement of the provisions herein contained.

ARTICLE IV. COMMITTEE APPROVAL

No structures, either residence or accessory buildings, tennis court, swimming pool or other improvements, shall be constructed or maintained upon any lot, nor shall any alteration in the exterior of a structure be made unless complete plans and specifications therefor showing the exterior design, nature, kind, shape, height, building material and color scheme thereof, the general plan of landscaping, with special reference to location of proposed tree and hedge planting and kind of trees and hedges, the grading plan, the location on the lot and type of any mail box, television antenna or aerial, the location and height of any wall or wind break, and the floor plan of any proposed structure plotted on the lot, shall have been submitted to and approved in writing by a majority of the architectural committee. A copy of the completed plans and specifications shall be filed with the chairman of the architectural committee with a request for approval. The committee's decision or approval or disapproval shall be reasonable and the committee's action shall be taken, and a copy delivered personally or mailed to the applicant at his last known address within thirty (30) days from the receipt of such plans and specifications by the committee. A copy of such plans as filed and as approved shall be deposited with and remain with the committee. A copy of such plans and specifications and other data as finally approved shall be deposited with the committee. The pitch, surface and color scheme of the roof of any proposed structure, as a condition to the approval of the plans by the committee, shall be of a design and material acceptable to the committee. No change in the exterior color scheme of any dwelling house or accessory building shall be made subsequent to final approval by the committee of the plans, specifications and proposals as originally submitted to the committee as approved heretofore, without written approval of a majority of the committee. In the event the committee fails to approve or disapprove any plans or specifications submitted to it within thirty (30) days after such plans or specifications have been submitted to the committee, or in the event legal proceedings are not instituted to enforce compliance herewith prior to completion of such construction or alteration,

such construction or alteration shall be deemed to comply with the provisions of this Declaration. The architectural committee shall, upon request, issue its certificate of completion or compliance or approval following the action taken by the committee of such approval.

During reasonable hours any member of the architectural committee or any agent of such committee shall have the right to go upon and inspect any lot and the improvements thereon for the purpose of ascertaining whether or not the provisions herein set forth have been and are being complied with, and shall not be deemed guilty of trespassing by reason thereof, provided, however, that reasonable and proper notice in writing of intention to go on the premises shall be given by the committee to the owner.

The approval by the architectural committee of any plans and specifications, plot plan, grading, planting 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 a similar or other feature or element embodied therein when subsequently submitted for approval in connection with the same lot or lots.

Neither the said committee nor any member thereof, nor the Briar Cliff Association, nor the present owner of the real estate, shall be in any way responsible or liable for any loss or damage for any error or defect which may or may not be shown on any plans or specifications or any plot or grading plan or any planting or other plan or in 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 and/or any member thereof and/or the Association and/or the present owner of said real estate.

ARTICLE V. LOT USES

1. No lot shall be used except for residential purposes. No building intended for human habitation shall be inhabited, erected, altered, placed or permitted to remain on any lot in this subdivision other than one residential dwelling. No dwelling shall be occupied by more than one family.
2. 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, nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any other residences or lot owners.
3. No oil drilling, quarrying, mining operations of any kind and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
4. Each lot owner shall keep weeds cut after erection of a dwelling and shall establish and maintain reasonable landscaping.
5. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporary or permanent. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior nor shall any building materials, paint containers or building equipment be exposed to public view after occupancy as a dwelling.
6. No advertising or signs of any kind shall be placed or suffered to remain upon any of said lots except that one professional sign of not more than one square foot may be erected and one sign of not more than five square feet may be erected by a builder, architect, real estate broker or an owner to advertise the property during the construction and sale period and thereafter by owners of "for sale" or "for rent" signs.

7. No lot owner or occupant shall permit any truck or commercial vehicle to be parked or stored on the lot, in the driveway or on the drives of this and/or "later subdivisions". This shall not prevent the lot owner or occupant from storing a truck or commercial vehicle owned by such owner or occupant and used by him in his business in the garage on the premises.

8. No livestock, poultry, fowl or game of any kind shall be raised, bred or kept on any lot, except that the occupant of the residence upon the lot may keep and maintain on his said lot not to exceed two house pets, provided, however, that the Board of Directors of Briar Cliff Association may, in writing, grant to any occupant of a residence authority to keep more than two said household pets upon any lot, but which authority may be revoked at any time after given by said Board of Directors.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers or incinerators, all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in the rear of the lot and out of sight from the street. All dwellings shall be equipped with garbage grinders for the disposal of putrefiable solids through the sanitary sewage system. Indoor type incinerators or underground storage of garbage shall be provided.

10. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation or carrying on of any trade, business or manufacturing. This clause shall not restrict the property owner from carrying on a professional practice such as a doctor, attorney, architect, professional engineering consultant, etc. from his home in a study, office or studio, but such a practice shall not employ anyone except the resident on that lot.

11. All construction must be diligently pursued to a completion within a reasonable time.

12. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by the undersigned or its duly authorized agents of structures or signs for the conduct of its business in connection with and the sale of lots in this subdivision.

13. On the annexed plat there are shown certain easements which are reserved for the purposes indicated. No permanent structure except a fence, wind break or wall shall be placed upon any easements.

14. Notwithstanding any other provisions of these covenants and restrictions, Lots B and D on the annexed plat may be used and maintained as an area to provide utility services for this or any other subdivision, including but not limiting by specific reference thereto the construction, maintenance and operation of water works facilities and water transmission lines thereon and Lot C on the annexed plat may be used and maintained as an area to provide utility services for this or any other subdivision, including but not limiting by specific reference thereto, the construction, maintenance and operation of sanitary waste system facilities and water works facilities thereon.

ARTICLE VI USE OF COMMONS

The use of the land designated in the annexed plat as "commons" other than as herein provided, shall be for the use of the owners of lots in this subdivision, the occupants of dwellings within the subdivision and their invited guests. The Board of Directors of Briar Cliff Association shall have the right, privilege, power and duty to designate any areas within the "commons" for the location and construction of recreational

facilities such as (but not to be all inclusive) swimming pool, stable, tennis court, bridle path and outdoor furnaces. The said Association, within its rights and abilities, may construct such facilities and establish the rules and regulations for its use, including the collection of a charge for the use from the persons so using them.

No lot owner or occupant of a dwelling thereon, nor any of their invited guests, shall use or enjoy the "commons" or any improvements thereon in any manner or way that would create a disturbance or nuisance to other lot owners, occupants of dwellings on lots and their invited guests and such use shall at all times be within the rules prescribed by the Board of Directors of said Association. which rules shall be reasonable.

The owner or owners of Lot C on the annexed plat shall have and are hereby granted a right of access to Lot C through, over and across the area designated on the annexed plat as "commons".

ARTICLE VII. SET BACKS

No main wall of any dwelling, garage or out-building shall be erected or maintained on any lot within the front set back line, nor nearer than ten feet from either of its interior side property lines nor nearer than twenty feet from the rear property line. For the purposes of this covenant, eaves, steps, open porches and other items which do not present an obstacle of view or access shall not be considered a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The architectural committee may waive any of the above requirements in regard to set back lines.

ARTICLE VIII. SEPTIC TANKS

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Sanitary Water Board of the State of Illinois. Approval of any system contemplated to be installed shall be obtained from such authority prior to installation. When public sanitary system is available, all private systems shall be abandoned forthwith and hook-up made to the public sanitary system.

ARTICLE IX WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Sanitary Water Board of the State of Illinois. Approval of any system contemplated shall be obtained from such authority prior to such installation. When public water system is available, all private systems shall be abandoned forthwith and hook-up made to public water system.

ARTICLE X CARE AND APPEARANCE

The owner of each lot in this subdivision shall maintain the same in a neat and attractive manner. If an owner shall fail to do so, the said Association may give him a notice in writing of such failure to cut the grass, weeds and vegetation, have

dead trees, shrubs and plants removed, or to remove or abate the other objection so determined by the Board, and if such is not corrected within thirty days of such notice, said Association may cause the same to be corrected, notifying the said owner of the cost thereof, and such owner shall forthwith reimburse the said Association. The owner, at his own expense, shall maintain in first class condition at all times the side walk, planting strip and trees, if any, between his lot line and the paved portion of the public drive.

ARTICLE XI PROVISIONS FOR UPKEEP

Each lot shall, from the date of the sale thereof by the undersigned, be subject to an annual charge or assessment of \$25.00 for purposes of upkeep and maintenance without regard to the square foot area thereof, to be paid annually in advance to the association on the first day of January of each year, provided, however, that the first annual assessment on any lot shall become due and payable thirty days following the sale by declarant of the lot and if such due date falls in any month other than January, a credit of an amount to be determined on a monthly prorata basis shall be given the owner of the said lot at the time he pays the next accrued annual assessment. When due, such charge or assessment together with any other charge or assessment herein provided for, shall be a lien upon the lot and shall continue to be a lien thereon for a period of three years or until fully paid, whichever shall first occur. If such charge or assessment is not paid thirty days after the same becomes due, it shall be delinquent and shall bear interest from the date of delinquency at the rate of 7% per annum; if not paid within thirty days after delinquency date, the Association may bring court action to collect the same and there shall be added to the amount thereof the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with costs of the action. All charges and assessments levied for maintenance of the "commons" shall be applied and used for such purposes by the Association toward the cost of the upkeep and maintenance expenses. The amount of the assessment for upkeep and maintenance may be increased and fixed from year to year by the majority of votes cast at a members' meeting.

ARTICLE XII RESUBDIVISION OF LOTS

No lot shown on said plat shall be subdivided for the purpose of making two or more lots, except that two lots may be combined to create one new lot and further excepted that three lots or more may be combined and redivided into lots, no one of which shall contain a less number of square feet or less frontage than the smallest of said three lots so combined or resubdivided as permitted herein without written approval of the architectural committee. This restriction shall not apply to Lots A, B, C and D and said Lots A, B, C and D may be subdivided in any manner by the owner or owners thereof at anytime hereafter.

ARTICLE XIII ACCEPTANCE OF RESTRICTIONS

All purchasers of the property shown on the attached plat, by the acceptance of deeds therefor, whether from the undersigned or from subsequent owners of said property, or by the signing of agreements to purchase the same, shall thereby and by said act consent and agree to all of the restrictions, covenants and provisions hereof

and shall thereby covenant and agree to be bound by and to keep and perform the same and shall be personally obligated to pay the charges or assessments hereinbefore provided for attaching as a lien during the period of their ownership. In addition to paying the real estate taxes assessed against a lot, the lot owner does hereby agree to pay 1/36 of the real estate taxes assessed against the "commons" so designated on the plat of the first subdivision. After the filing of a plat and/or succeeding plats, the owner of the lots in all of the plats so filed shall pay the fraction of the real estate taxes assessed to the total "commons" in accordance with the number of numbered lots so included. Each numbered lot being assessed in equal amount.

ARTICLE XII ENFORCEMENT AND REMEDY

Violation of any of the restrictions or conditions or breach of any of the covenants or agreements herein contained shall give to the Association the right to enter upon the property upon or as to which said violation or breach exists, and summarily to abate and remove, at the expense of the owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof without being deemed guilty of any manner of trespass. Every action or omission whereby any restriction or covenant is violated, in whole or in part, shall render it lawful for the Association, or any other lot owner, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation. Should any such suit be instituted, the purchaser agrees to pay a reasonable attorney's fee for the plaintiff's attorney as that fee may be fixed by the court.

ARTICLE XV INVALIDITY

In the event any condition, covenant, restriction, agreement or charge herein contained be invalid or held invalid or void by any court of competent jurisdiction, such invalidity or void condition, covenant, restriction, agreement or charge shall in no way affect any other condition, covenants, restriction, agreement or charge herein contained.

ARTICLE XVI WAIVER OF BREACH

Waiver by the Association or any other lot owner of any of the conditions, covenants, restrictions, agreements and charges herein contained in any instance shall not constitute a waiver to enforce any of said conditions, covenants, restrictions, agreements or charges thereafter. The failure of Briar Cliff Association, a lot owner or the present owners to enforce any of the restrictions, conditions, covenants, reservations, liens, charges or other provisions herein set forth to which said property, or any part thereof is subject, shall in no event be deemed a waiver of the right so to do thereafter, or to enforce any other restriction, covenant, condition, reservation, lien, charge or other provision herein contained.

ARTICLE XVII SUBORDINATION TO MORTGAGES AND DEEDS OF TRUST

Each and every restriction as to said property is hereby declared subject and subordinate to the lien of any mortgage or deed of trust now or hereafter made or existing in good faith and for value, and these restrictions shall in no way restrict,

impair or defeat any right of sale contained in any such mortgage or deed of trust or the foreclosure of the same; provided, however, that title to any property subject to these restrictions and obtained through sale under or foreclosure of any such mortgage or deed of trust shall thereafter be held subject to all provisions of these restrictions.

ARTICLE XVIII INTERPRETATION

In case of any uncertainty as to the meaning of any of the provisions of this Declaration, the architectural committee shall, in all cases, interpret the same and such interpretation shall be final and conclusive on all interested parties.

ARTICLE XIX TITLE HEADINGS

The title headings as to the contents of particular articles are inserted only as a matter of convenience and for reference and in no way are, or are they intended to be, a part of this Declaration, or in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.

ARTICLE XX SUCCESSOR OF POWERS

In the event Briar Cliff Association shall cease as a not-for-profit Illinois corporation, then all of the rights, privileges, powers and duties, together with the ownership of the "commons" shall pass and go to an entity designated by the owners of 90 per cent of the lots of this subdivision.

ARTICLE XXI MODIFICATION OF RESTRICTIONS

The owners of the legal title of record of 90 per cent of all of the lots within this subdivision shall have the authority at any time to release or to from time to time release all or any part of any of the restrictions, conditions, reservations, liens or charges, or other provisions herein set forth, upon their executing a document so entitled and so to do, which document shall become effective upon the same being filed in the Recorder's Office of Champaign County, Illinois, and upon such action being taken and such instrument being filed, then such change shall thereafter be effective and these restrictions shall thereby be so modified.

IN WITNESS WHEREOF, the undersigned, by its President and Secretary, has hereunto set its hand and seal this 26th day of October, 1963.

PLANNED COMMUNITIES, INC.,
an Illinois corporation

By M. F. Tigrak *Flugman*
President

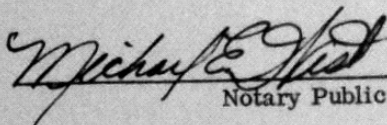
ATTEST:

William W. Cook
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public, do hereby certify that M. F. Tigrak, personally known to me to be the president of Planned Communities, Inc., and W. W. Cooper, personally known to me to be the secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such president and secretary, they signed and delivered the said instrument of writing as president and secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of October, 1963.



Notary Public