

BRIAR CLIFF FOURTH SUBDIVISION

MAHOMET, ILLINOIS

RESTRICTIVE COVENANTS

STATE OF ILLINOIS)
) SS:
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

The undersigned, CHAMPAIGN NATIONAL BANK, not individually, but as Trustee under a Trust Agreement dated December 1, 1993, and known as Trust Number 032-075-947, being the legal owner of the real estate described on Exhibit "A", attached hereto and incorporated herein by this reference situated in the County of Champaign, State of Illinois and having caused the same to be surveyed by Stephen A. Kurth of Altech Consultants, Inc., Illinois Professional Land Surveyor No. 1945, and having subdivided said real estate into lots, numbered 59 through 90, inclusive, and easements as indicated on the annexed plat bearing the certificate of the said Stephen A. Kurth of Altech Consultants, Inc. under date of June 6, 1994, (herein the "Plat"), said subdivision to be known as Briar Cliff FOURTH SUBDIVISION, Village of Mahomet, Illinois.

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

The following covenants shall apply in their entirety, unless otherwise stated, to all Lots in Briar Cliff FOURTH SUBDIVISION (herein the "Subdivision").

1. USAGE AND FLOOR AREA: No lot shall be used for other than single family housing and related purposes permitted in the applicable portions of the zoning ordinance of the Village of Mahomet, as the same may be in force from time to time. The total floor area of each dwelling, exclusive of porch, patio, balcony, basement and garage area shall be 1,800 square feet or more for a single floor dwelling, and 2,200 square feet or more for a two floor dwelling with the first floor of said two floor dwelling being 1,100 square feet or more. No garage shall be occupied as a residence either temporarily or permanently. The conduct of a business from a home is expressly prohibited.

2. DWELLING QUALITY: It is the intent and purpose of this covenant that all dwellings shall be of good quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

The front yard of any improved lot shall be sodded prior to the occupancy of the residence located thereon, and back yards and side yards shall be seeded or sodded prior to the occupancy of the residence thereon.

3. BUILDING LOCATION: No building shall be located on any lot nearer to a lot line than allowed by the applicable zoning ordinances. If a more restricted setback line is set forth on the Plat, the setback line set forth in the Plat shall control.

4. ARCHITECTURAL CONTROL:

a. COMMITTEE MEMBERSHIP: The Architectural Control Committee is

composed of Jerald E. Ramshaw, Jr., Martin K. Smith and Alex Ruggieri. A majority of the committee may designate a representative to make its report. 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. In the event of the death or resignation of all three such original members of the committee; the sale of at least twenty-eight lots described in the Plat; or 5 years after the recording of the plat, whichever event shall first occur; the authority of the Architectural Control Committee shall automatically vest in the Architectural Control Committee of the Briar Cliff Subdivision, subject however to all restrictions contained herein.

b. POWERS: It is the purpose of Architectural Control Committee to promote the residential development of Briar Cliff FOURTH SUBDIVISION and to enhance property value; 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 waive minimum dwelling size requirements and setbacks where the size, shape, and location of the lot warrants such variance in the opinion of the Architectural Committee.

(1) BUILDING PLANS, 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 and landscaping 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. Prefabricated homes are specifically prohibited.

(3) RIGHT OF INSPECTION: During any construction or alteration required 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 specification, 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 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 said Committee or any member thereof, or the owner of said lot.

(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.

5. 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. No animals or pets shall be housed, kept, or leashed outside the building on any lot, except within a fenced enclosure. Weeds on vacant lots shall be cut when twelve (12) inches high or when required by applicable ordinances of the Village of Mahomet, whichever is sooner. If the lot owner fails to do so, the Architectural Control

Committee may cause weeds to be cut and a lien may be filed against the property for weed 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.

6. SATELLITE DISHES: No satellite dishes or other radio , television or other wave reception devices shall be permitted on any lot or residence, except with the written approval of the Architectural Control Committee.

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

8. SIGNS:

(a) No sign of any kind shall be displayed to the public view on any vacant lot, except by Developer.

(b) No sign of any kind shall be displayed to the public view on any single family or two family residential lot after improvements are placed thereon except one sign of not more than five square feet advertising the property for sale or rent during construction, or signs used by the builder during construction which are attached to the building, or signs of the Developer.

9. 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 or deposit 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.

10. LIVESTOCK AND POULTRY. 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.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. No open burning of debris, yard waste or rubbish of any kind shall be permitted at any time or any lot.

12. EASEMENTS: Permanent easements are hereby granted and reserved to the public for public utility purposes, easements as shown on the recorded plat for the installation and maintenance of telephone, water, cable television, electric, gas, sanitary, and storm sewer lines, and any other utilities and services which may be needed for the purpose of servicing the lots and shall include the right of reasonable ingress and egress for maintenance of said lines. A fifteen foot permanent easement for gas and electric utility service is reserved from each building structure to the lot line, the same being located seven and one-half feet wide on

center line of the initial installation of said lines by the utility companies to the building structure.

Sidewalk easements as shown on the recorded plat are expressly reserved for the benefit of the public.

13. FENCES: No fences having an overall height of more than three (3) feet shall be constructed or allowed to remain on any lot between the street line and the building set back line, and no shrubbery or hedge located between the street line and the building setback line shall be permitted to grow over three (3) feet in height.

14. OFF-STREET PARKING: All property owners shall provide a garage or garages for not less than two (2) automobiles and shall use the same for storage of said automobiles. Off street parking shall be provided for all automobiles of residence in excess of two (2). 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.

15. MAINTENANCE OF IMPROVEMENTS: It shall be the responsibility of each lot owner to maintain in good condition the improvements upon his or her lot and to keep the same in a clean and neat condition.

16. COMMONS AREA: It is specifically understood and agreed that there will be a commons area which presently includes out lots B and C as shown upon the Plat and the same shall be available for usage by all lot owners in Briar Cliff Fourth Subdivision and previous Briar Cliff Subdivisions and their respective guests. Said commons area shall be maintained by the Briar Cliff ASSOCIATION or its successors and assigns. Each lot of the

subdivision, including future subdivisions, shall be subject to annual and special assessments by the Briar Cliff Association in accordance with their contribution to such maintenance. Commons Area easements are granted to all lot owners and drainage easements and utility easements are granted to the public for drainage and public utility purposes commensurate with the Commons Area.

It is further understood that Briar Cliff ASSOCIATION will be responsible for maintenance of the detention basin facility to keep it functioning properly and to be in a state of good maintenance at all times.

17. LANDSCAPING: In order to maintain proper visual lines of sight for safety purposes, fencing and landscaping shall be restricted in triangular areas within the lot where driveway edges or street right-of-way intersect with street right-of-way lines. No fence, wall hedge, tree, or shrub which obstructs sight lines at elevations between two and six feet above the roadway surface shall be placed or permitted to remain in the aforementioned triangular space. This triangular space is defined as the triangle formed with the legs at least 15 feet back from the driveway edge/street right-of-way, or street right-of-way/street right-of-way line intersection point: The triangle's "hypotenuse" is the line then connecting the two "leg" points 15 feet back from the intersection point. In addition, no landscaping, fences, or walls shall be installed or allowed to remain within the street "parkway" (i.e., the area between the curb and sidewalk) area which will obstruct sight lines, or create a street safety hazard.

18. 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.

19. POST LANTERNS: Concurrently with the occupancy of a residence upon each lot, the owner thereof shall provide a post lantern in the front yard located not more than ten (10) feet from the sidewalk and ten (10) feet from the nearest driveway boundary. Such post lantern shall be equipped with a photoelectric cell causing the post lantern to be illuminated automatically at dusk throughout the year. The lantern shall be equipped with appropriate lights having an equivalent minimum of seventy-five (75) watts.

20. BRIAR CLIFF HOMEOWNER'S ASSOCIATION: It is understood that the owners of each lot shall automatically be members in the existing Briar Cliff Homeowner's Association and shall be subject to assessment in accordance therewith.

21. SURFACE WATER: No obstruction, diversion or change in the natural flow of surface water along property lines shall be made by any lot owner or agent thereof in such manner as to cause damage or to interfere with any other property.

22. EASEMENT FOR SUBSURFACE DRAINAGE: Easements for the maintenance of existing subsurface drainage facilities are hereby established, such easements to be ten (10) feet in width and centered upon such field tiles as currently exist and are located within said subdivision. Within said drainage easements, no structure, plantings, or other improvement shall be placed or permitted to remain which may damage, obstruct or interfere with such field tiles; provided, however, that any such drainage easement and field tile may be relocated on any such lot by the owner thereof in order to accommodate any development and improvement on such lot, as long as any such relocated field tile and drainage easement shall continue to provide such drainage as is substantially equivalent to any such drainage which

may have existed prior to the relocation of the field tile and the drainage easement.

23. 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 property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner form the intersection of the street property lines extended.

24. WATER SUPPLY: No individual water well shall be installed or maintained on any lot inasmuch as a public water supply is available to serve the site.

25. SEWERAGE SYSTEM: No individual sewage disposal system shall be installed or maintained on any lot inasmuch as a public sewerage system is available to serve the site.

26. MAINTENANCE OF SURFACE SWALES: The cost of maintenance of surface swales shall be the responsibility of lot owners adjacent to said swales, Lots 59, 66, 67, 68, 69, 70, and 71. In the event that at a later date the Village of Mahomet requests that maintenance be performed on said swales adjacent to said lots, then the owners or owners of said lots numbered above shall proceed with such maintenance and will complete that maintenance at its own cost within three (3) months of the date of the receipt of such requests.

27. SIDEWALKS: Sidewalks shall be constructed within the right-of-way of the roadways known as Beaver Creek Lane, Lake point Lane, the north side of Briar Cliff Drive, and the south side of Briar Cliff Drive along Lot 74, 75, and Outlot B. The Owners of Lots 59, 60, 61, 62, 68, 69, 70, 82, 83, and 84 agree to construct a public sidewalk along the right-

of-way of Illinois Route 47 and the remainder of the south side of Briar Cliff Drive at such time as they are requested to do so by the Village of Mahomet, the Illinois Department of Transportation, or the Champaign County Engineer. The cost and expense of the construction of the sidewalks shall be borne by the owner or owners of the lot of lots adjacent to which said sidewalk is constructed.

28. ACCESS CONTROL: Certain of the lots in said subdivision are subject to access control by vehicles. Such locations are identified on said plat as "Access Control". No driveways for vehicular access onto public streets or alleys shall be constructed within these "Access Control" locations.

29. STREET SIGNS: The Briar Cliff Homeowner's Association shall be responsible for the maintenance and replacement of any and all wooden street signs installed within the Briar Cliff FOURTH SUBDIVISION. Such street signs shall be replaced within sixty (60) days of a written request from the Village of Mahomet or other responsible government agency.

30. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming 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 not less than ninety percent (90%) of the then owners of the lots within the Subdivision has been recorded agreeing to change said covenants in whole or in part.

31. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or person violating or attempting to violate any covenant either to restrain

violation or to recover damages. Any person violating or attempting to violate any covenant shall be responsible for court costs and reasonable attorneys fees of any party enforcing any covenant herein.

32. DEDICATION: Owner hereby grants and dedicates all water main installations and water mains as are referenced on said plat and installed pursuant thereto to the Sangamon Valley Water District, and all of the streets, drives, and all storm and sanitary sewers as are referenced on said plat and installed pursuant thereto to the Village of Mahomet.

33. RELEASE OF COVENANTS: Unless otherwise prohibited by the Village of Mahomet, not less than ninety percent (90%) of the Owners of legal title of record of the lots in Briar Cliff FOURTH SUBDIVISION and the future development lots to be added thereto shall have the authority at any time to release all or from time to time any part of the Restrictive Covenants, reservations, liens or charges herein set forth applicable to such lots and upon recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such covenant, condition, lien or charge shall no longer be required under the provisions herein set forth. There shall be no vote allocated to the commons area. Specific written approval of the Board of Trustees of the Village of Mahomet shall be necessary for any change or release from Paragraphs 12, 16, 17, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, and 33.

34. INVALIDITY: If it shall be at any time held that any one of the foregoing restrictions, conditions, covenants, reservations 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 Owner's Certificate has been executed this _____ day
of _____, 19____.

CHAMPAIGN NATIONAL BANK, not
individually, but as Trustee
under a Trust Agreement dated
December 1, 1993, and known as
Trust Number 032-075-947

STATE OF ILLINOIS)
) SS:
COUNTY OF CHAMPAIGN)

I, _____, a Notary Public in and for the County and
State written above, DO HEREBY CERTIFY that _____ and
_____ are personally know to me to be the
_____ and _____ of Champaign
National Bank, an Illinois corporation, and also known to me to be the person whose name is
subscribed above, appeared before me this day in person and acknowledged that as officers of
the above corporation they signed, sealed and delivered the instrument as the free and
voluntary act of the corporation, for the uses and purposes shown in the document.

Given under my hand and seal, this _____ day of _____, 1994.

Notary Public

(Stamp)

EXHIBIT A

Three tracts of land being part of the Northeast Quarter of Section 10, Township 20 North, Range 7 East of the 3rd Principal Meridian and also being a part of the Northwest Quarter of Section 11, Township 20 North, Range 7 East of the 3rd Principal Meridian, all in Champaign County, Illinois, said tracts being more particularly described as follows:

A portion of Lot D of the Briar Cliff First and Second Subdivisions, encompassing 1.401 Acres more or less.

And also

That portion of Lot B of Briar Cliff First Subdivision situated Westerly of the Briar Cliff Second Subdivision, encompassing 5.400 Acres, more or less.

And together with a tract described as follows:

Beginning at a point on the Southerly right-of-way line of Briar Cliff Drive as shown on a plat of Briar Cliff First Subdivision, Champaign County, Illinois said point also being 17.00 feet Southwesterly of the Northwest corner of Lot 37 of said Briar Cliff First Subdivision, Champaign County, Illinois, thence proceed South $54^{\circ}53'51''$ West 367.84 feet along the said Southerly right-of-way line of Briar Cliff Drive; thence proceed 148.61 feet around the arc of a circular curve to the right along said Southerly right-of-way line of Briar Cliff Drive, said curve having a radius of 150.00 feet, a chord bearing of South $83^{\circ}17'08''$ West and a chord distance of 142.61 feet; thence North $68^{\circ}19'52''$ West 345.02 feet along said Southerly right-of-way line of Briar Cliff Drive to a point on the East right-of-way line of Illinois Route 47; thence South $11^{\circ}40'42''$ West along said East right-of-way line of Illinois Route 47 a distance of 172.23 feet; thence proceed 287.88 feet around the arc of a circular curve to the right along said East right-of-way line, said curve having a radius of 16,259.40 feet, a chord bearing of South $06^{\circ}53'00''$ West, and a chord distance of 287.77 feet; thence South $85^{\circ}09'00''$ East, a distance of 989.69 feet; thence South $00^{\circ}39'54''$ West a distance of 197.98 feet, thence South $89^{\circ}24'30''$ East 239.70 feet more or less, to the Westerly line of said Briar Cliff First Subdivision in Champaign County, Illinois; thence North $26^{\circ}13'38''$ West along said Westerly line of said Briar Cliff First Subdivision a distance of 658.64 feet; thence North $21^{\circ}54'25''$ West along said Westerly line of Briar Cliff First Subdivision, a distance of 267.78 feet to the point of beginning, encompassing 11.251 Acres more or less.

RIDER ATTACHED TO AND MADE A PART OF THE

RESTRICTIVE COVENANTS

DATED 09/21/94 UNDER TRUST NO. 032-075-947

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally by are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the CHAMPAIGN NATIONAL BANK on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

I, Karen M. Hutton, a Notary Public in and for the County and State
written above, DO HEREBY CERTIFY that Rita A. Lawrence and
Sandra J. Moore are personally known to me to be the
Vice President & T.O. and Vice President & T.O. of Champaign
National Bank, an Illinois corporation, and also known to me to be the person whose name is
subscribed above, appeared before me this day in person and acknowledged that as officers of
the above corporation they signed, sealed and delivered the instrument as the free and voluntary
act of the corporation, for the uses and purposes shown in the document.

Given under my hand and seal, this 21st day of September 1994.

Karen M. Hutton
Notary Public

