

CHICAGO TITLE INSURANCE CO.

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )

REPLAT OF LOTS 1311, 1312, 1313 AND 1314  
OF ROBESON MEADOWS SUBDIVISION NO. 3A

OWNER'S CERTIFICATE

Bank One of Champaign-Urbana, formerly known as Marine Bank of Champaign-Urbana,  
being the legal owner of real estate described as follows:

Lots 1311, 1312, 1313 and 1314 of Robeson Meadows Subdivision No. 3A, City of  
Champaign, Champaign County, Illinois, recorded as Document No. 87-R-25430 in  
Plat Book "AA" at Page 156 in the Office of the Recorder, Champaign County,  
Illinois, containing 0.841 acres, more or less, all situated in Champaign County,  
Illinois, and within the limits of the City of Champaign,

has caused the same to be surveyed by Thomas B. Jordan, Registered Illinois Land Surveyor No.  
2014, and has re-subdivided said real estate into lots, streets and utility easements as indicated on the  
annexed plat, bearing the Certificate of the said Thomas B. Jordan, under date of the 15th day of  
April 1992, said subdivision to be known as Replat of Lots 1311, 1312, 1313 and 1314 of Robeson  
Meadows Subdivision No. 3A, situated in the City of Champaign, in Champaign County, Illinois.

Owner hereby dedicates perpetually the tracts shown on the plat as "utility easements" to the  
public for use by utilities for public utility purposes 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. 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 or maintenance 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.

IN WITNESS WHEREOF, this instrument has been executed as of the 12th day of May, 1992.

Bank One of Champaign-Urbana

Attest

By: David L. Chesnut  
David L. Chesnut, Vice-President

By: Tamilee Smull  
Tamilee Smull, Vice-President

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public, in and for the County in the State aforesaid, DO HEREBY CERTIFY THAT David L. Chestnut and Tamilee Smull, each personally known to me to be Vice-Presidents of the Corporation hereinabove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they each signed, sealed and delivered the said instrument as Vice-Presidents of said Corporation, 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 12th day of May, 1992.



Melanie McLaughlin  
Notary Public

Prepared by:

J. Michael Kirtley  
Attorney at Law  
2503 South Neil Street  
Champaign, Illinois 61820  
(217) 359-8850

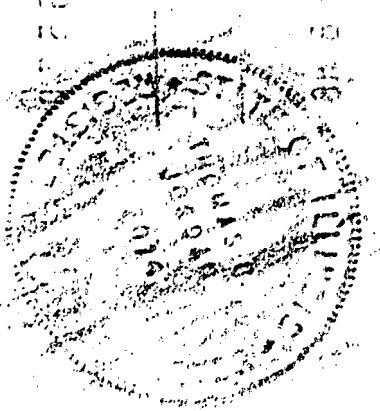
STATE OF ILLINOIS )  
COUNTY OF CHAMPAIGN ) SS

I, Thomas B. Jordan, Illinois Professional Land Surveyor No. 2014, in accordance with PAB7-0705 (The Plat Act) do hereby designate Chicago Title Insurance Company as the corporation that may record The Final Plat of Replat of Lots 1311, 1312, 1313 and 1314 of Robeson Meadows Subdivision No. 3A, City of Champaign, Champaign County, Illinois; Part of the SW 1/4, Section 22, T. 19 N., R. 8 E. of the 3rd P.M. A true copy of this plat has been retained by me to assure no changes have been made.

Champaign County, Illinois Dated: May 28, 1992.

Thomas B. Jordan  
Illinois Professional Land Surveyor No. 2014

Embossed Seal



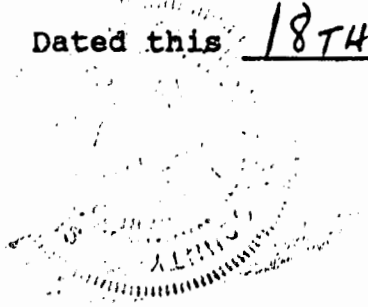
STATE OF ILLINOIS     )  
                                  )   SS  
COUNTY OF CHAMPAIGN )

I, the undersigned, County Clerk of Champaign County, Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the tract of land described as follows:

Re-plat of Lots 1311, 1312, 1313 and 1314 of Robeson Meadows Subdivision No. 3A, City of Champaign, Champaign County, Illinois, recorded as Document No. 87-R-25430 in Plat Book "AA" at Page 156 in the Office of the Recorder, Champaign County, Illinois, containing 0.841 acres, more or less, all situated in Champaign County, Illinois, and within the limits of the City of Champaign.

Permanent Tax Numbers:   45-20-22-354-007  
                                  45-20-22-354-008  
                                  45-20-22-354-009  
                                  45-20-22-354-010

Dated this 18TH day of MARCH, 1992

  
Dennis R. Bing, County Clerk  
CHAMPAIGN COUNTY

92 R 15570

DOC # \_\_\_\_\_  
CHAMPAIGN COUNTY, ILL  
BB-172

'92 JUN 2 AM 8 46

*Norman D. Grubbs*

RECORDER

*Return  
Chicago Title*

92R15570

DOC #  
CHAMPAIGN COUNTY, ILL  
20-172

'92 JUN 2 AM 8 46

*David R. Johnson*  
RECORDER

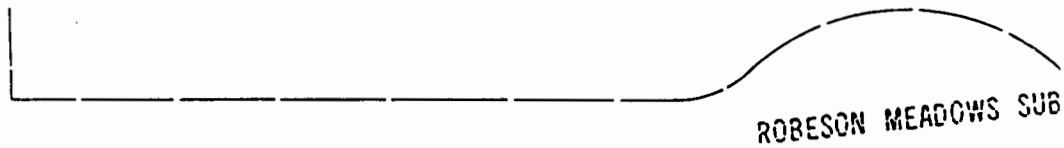
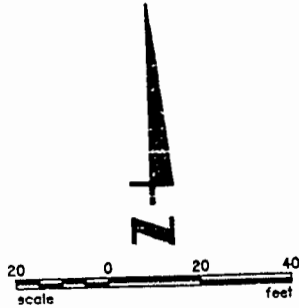
# REPLAT OF LOTS 1311

O

## ROBESON SUBDIVISION

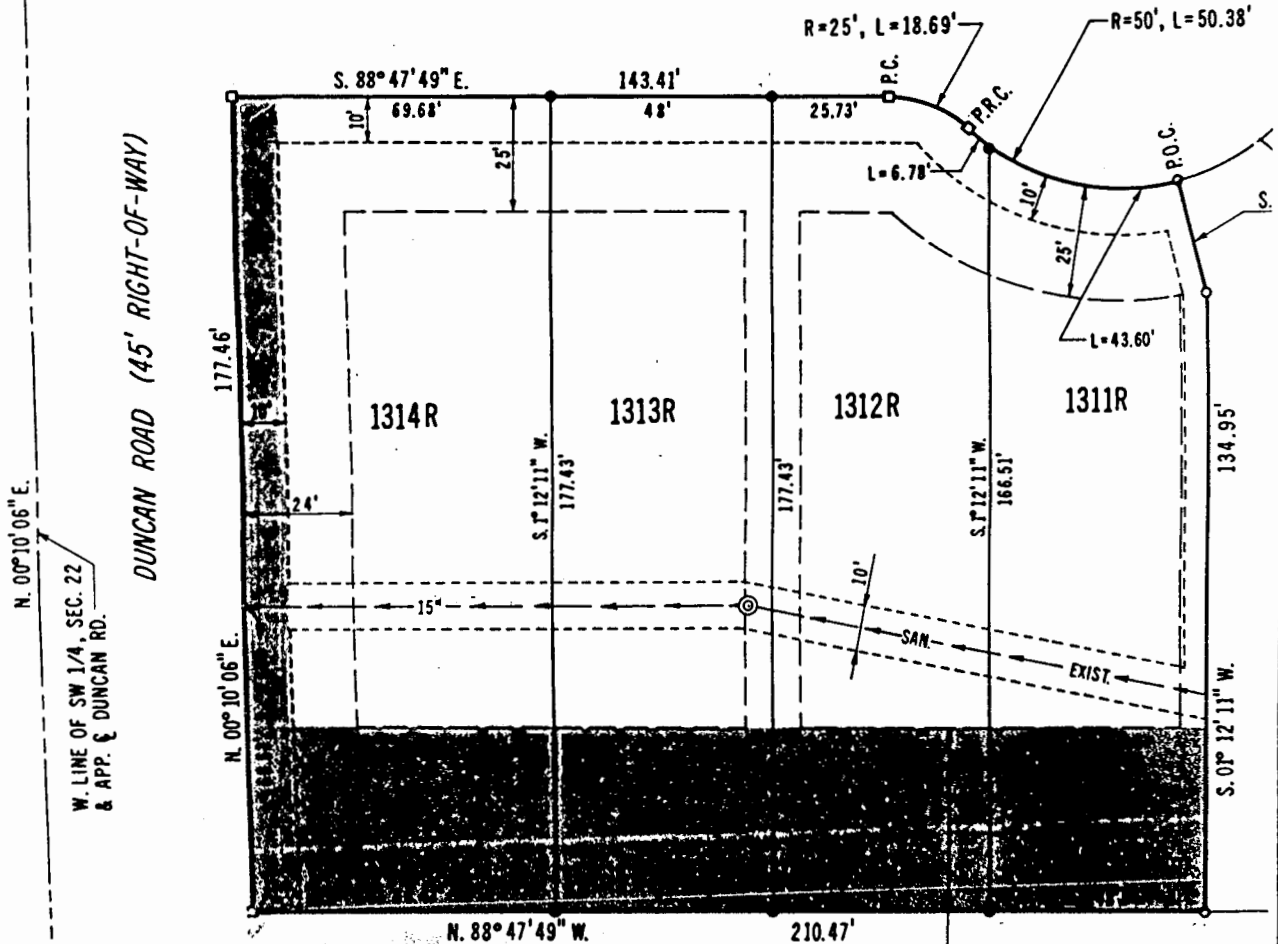
CITY OF C  
CHAMPAIGN CC

PART OF THE  
T.19N., R.



S. 88° 47' 49" E.

HEATHWOOD COURT (60' RIGHT-OF-WAY)



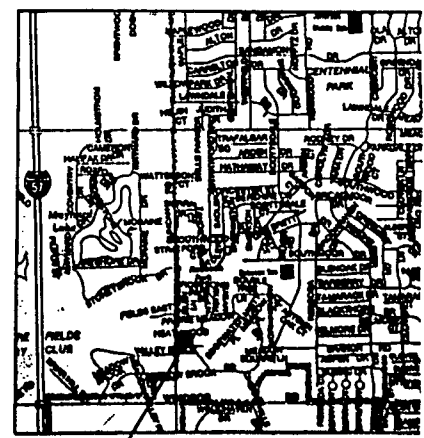
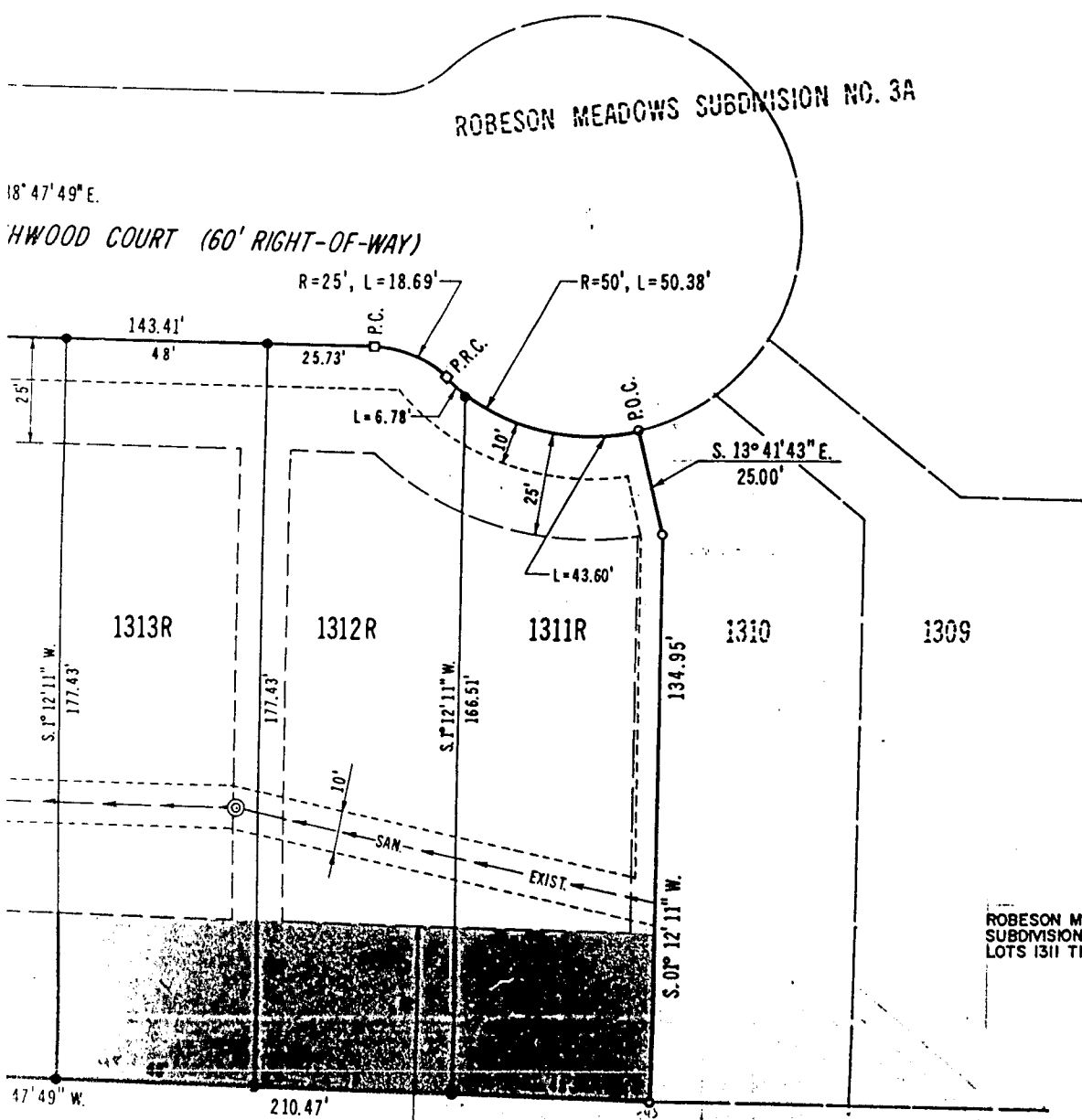
ROBESON MEADOWS  
NO. 38

DRAINAGE AND COMMONS  
AREA EASEMENT

# AT OF LOTS 1311, 1312, 1313 AND OF ROBESON MEADOWS SUBDIVISION NO. 3A

CITY OF CHAMPAIGN  
CHAMPAIGN COUNTY, ILLINOIS

PART OF THE SW 1/4, SEC. 22,  
T.19N., R.8E., 3rd P.M.



ROBESON MEADOWS  
SUBDIVISION NO. 3A  
LOTS 1311 THRU 1314

NOTE  
SIDEYARD SETBACK SHALL BE IN  
ACCORDANCE WITH THE ZONING  
ORDINANCE OF THE CITY OF CHAMPAIGN

PRESENTED FOR RECORDING BY:

# 311, 1312, 1313 AND 1314 OF MEADOWS SUBDIVISION NO. 3A OF CHAMPAIGN COUNTY, ILLINOIS

THE SW 1/4, SEC. 22,  
, R. 8 E., 3rd P.M.

### SURVEYOR'S CERTIFICATE

I, THOMAS B. JORDAN, ILLINOIS REGISTERED LAND SURVEYOR NO. 2014, HEREBY CERTIFY THAT AT THE REQUEST OF BANK ONE OF CHAMPAIGN-URBANA, I HAVE CAUSED A SURVEY TO BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND WITH THE ORDINANCES OF THE CITY OF CHAMPAIGN, OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1311, 1312, 1313 AND 1314 OF ROBESON MEADOWS SUBDIVISION NO. 3A, CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, RECORDED AS DOCUMENT NO. 87 R25430 IN PLAT BOOK AA AT PAGE 156 IN THE OFFICE OF THE RECORDER, CHAMPAIGN COUNTY, ILLINOIS, CONTAINING 0.841 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, AND WITHIN THE LIMITS OF THE CITY OF CHAMPAIGN,

FOR THE PURPOSE OF SUBDIVIDING SAID TRACT INTO 4 LOTS AS SHOWN ON THE ATTACHED PLAT, WITH DIMENSIONS IN FEET AND DECIMALS THEREOF. ALL EASEMENTS, EXCEPT COMMONS AREA EASEMENTS, DESIGNATED ON SAID PLAT ARE DEDICATED FOR PUBLIC USE. MONUMENTS HAVE BEEN PLACED AS SHOWN ON THE ATTACHED PLAT AND THE SUBDIVISION SHALL BE KNOWN AS REPLAT OF LOTS 1311, 1312, 1313 AND 1314 OF ROBESON MEADOWS SUBDIVISION NO. 3A, CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS:

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

4-15-92  
DATE Thomas B. Jordan  
THOMAS B. JORDAN  
IL PROFESSIONAL LAND SURVEYOR NO. 2014  
CHAMPAIGN, ILLINOIS

OWNER & SUBDIVIDER: BANK ONE OF CHAMPAIGN-URBANA,  
201 N. UNIVERSITY, CHAMPAIGN, IL

BY: [Signature]  
VICE PRESIDENT  
ATTEST: [Signature]  
VICE PRESIDENT

### CHAMPAIGN PLAN COMMISSION

RECOMMENDED TO THE CITY COUNCIL OF CHAMPAIGN FOR PRELIMINARY APPROVAL, SUBJECT TO SUCH CONDITIONS AND RECOMMENDATIONS, IF ANY, AS HERE ATTACHED.

DATE 4/15/92 SECRETARY [Signature]

### CHAMPAIGN CITY COUNCIL

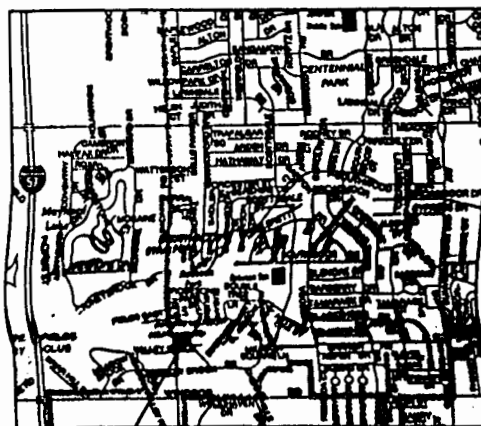
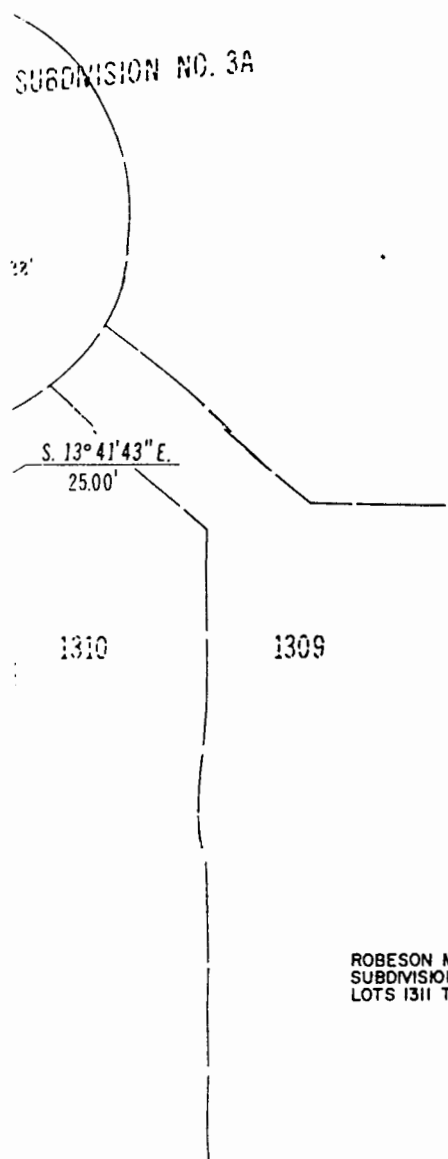
APPROVAL IS HEREBY GRANTED BY THE CITY COUNCIL OF CHAMPAIGN SUBJECT TO SUCH CONDITION AS SET FORTH IN COUNCIL BILL NO. 1-2

DATE: 4/19/92 MAYOR [Signature]

ATTEST: [Signature]  
CITY CLERK

### LEGEND

- IRON PIPE MONUMENT FOUND
- ◐ CONC. MONUMENT FOUND
- IRON PIPE MONUMENT SET
- LOT LINE
- BUILDING SETBACK LINE
- - - UTILITY EASEMENT
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- POC POINT ON CURVE
- R RADIUS OF CURVE
- L LENGTH OF CURVE
- ▬ COMMONS AREA EASEMENT & UTILITY EASEMENT
- EXISTING UTILITY EASEMENT (S UNLESS OTHERWISE NOTED)



ROBESON MEADOWS  
SUBDIVISION NO. 3A  
LOTS 1311 THRU 1314

LOCATION MAP  
NO SCALE

NOTE  
SIDEYARD SETBACK SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF CHAMPAIGN



**ROBESON MEADOWS**

**SUBDIVISION NO. 3A**

**OWNERS CERTIFICATE AND DEDICATION  
WITH  
RESTRICTIVE COVENANTS**

Robeson Meadows Subdivision No. 3A  
Champaign, Illinois

INDEX

	<u>PAGE</u>
PART 1 - OWNER'S CERTIFICATE . . . . .	1
PART 2 - DEFINITIONS . . . . .	2
SECTION 2.1 - ACCESSORY BUILDING . . . . .	2
SECTION 2.2 - BUILDING AREA . . . . .	2
SECTION 2.3 - DWELLING STRUCTURE . . . . .	2
SECTION 2.4 - DWELLING UNIT . . . . .	2
SECTION 2.5 - GROUND FLOOR AREA . . . . .	2
SECTION 2.6 - COMMONS AREA EASEMENT . . . . .	2
SECTION 2.7 - SINGLE FAMILY . . . . .	2
PART 3 - COVENANTS . . . . .	3
SECTION 3.1 - ALLOWABLE STRUCTURE . . . . .	4
SECTION 3.2 - ARCHITECTURAL COMMITTEE . . . . .	4
SECTION 3.3 - MINIMUM SIZE . . . . .	5
SECTION 3.4 - BUILDING LOCATION . . . . .	6
SECTION 3.5 - DWELLING PER BUILDING SITE . . . . .	6
SECTION 3.6 - EASEMENTS . . . . .	7
SECTION 3.7 - PERCENTAGE OF LOT COVERAGE . . . . .	7
SECTION 3.8 - PERMISSIBLE BUILDING . . . . .	7
SECTION 3.9 - NON-OCCUPANCY AND DILIGENCE DURING CONSTRUCTION . . . . .	10
SECTION 3.10 - TEMPORARY STRUCTURES AND SATELLITE DISH . . . . .	10
SECTION 3.11 - SIGNS . . . . .	10
SECTION 3.12 - OIL AND MINING OPERATION . . . . .	11

Robeson Meadows Subdivision No. 3A  
Champaign, Illinois

SECTION 3.13 - LIVESTOCK AND POULTRY . . . . .	11
SECTION 3.14 - GARBAGE AND REFUSE DISPOSAL . . . . .	11
SECTION 3.15 - STORAGE . . . . .	11
SECTION 3.16 - STREET SIGHT LINE OBSTRUCTION . . . . .	12
SECTION 3.17 - OFF-STREET PARKING . . . . .	12
SECTION 3.18 - NUISANCES . . . . .	12
SECTION 3.19 - YARD LIGHTS . . . . .	12
SECTION 3.20 - ZERO LOT LINE LOTS . . . . .	13
SECTION 3.21 - COMMON AREA EASEMENT . . . . .	26
SECTION 2.22 - WAIVER . . . . .	27
SECTION 3.23 - WAIVER OF RESTRICTIONS . . . . .	27
SECTION 3.24 - ENFORCEMENT . . . . .	28
SECTION 3.25 - CONSTRUCTION . . . . .	28
SECTION 3.26 - PERPETUATION . . . . .	28
PART 4 - NOTARY . . . . .	29

STATE OF ILLINOIS )  
                          )  
COUNTY OF CHAMPAIGN)     ss.

**ROBESON MEADOWS SUBDIVISION NO. 3A  
OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Commercial Bank of Champaign, Trustee under Trust No. 43-439 being the owner of the following described real estate:

PART OF THE SOUTHWEST 1/4 OF SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 OF SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M.; THENCE S. 00°10'06" W., ALONG THE WEST LINE OF SAID SW 1/4, 955.14 FEET TO THE SOUTHWEST CORNER OF ROBESON MEADOWS SUBDIVISION NO. 1, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S. 88°47'49" E., ALONG THE SOUTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 1, 376.74 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, ALONG A CURVE TO THE LEFT, CONVEX TO THE SOUTH WITH A RADIUS OF 535.00 FEET, A DISTANCE OF 92.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE NORTH WITH A RADIUS OF 465.00 FEET, A DISTANCE OF 80.64 FEET TO A POINT OF TANGENCY; THENCE S. 88°47'49" E., ALONG THE SOUTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 1, 423.45 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE S. 01°12'11" W., 1.00 FEET TO THE SOUTHWEST CORNER OF ROBESON MEADOWS SUBDIVISION NO. 2; THENCE S. 88°47'49" E., ALONG THE SOUTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 2, 152.83 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE NORTH WITH A RADIUS OF 214.00 FEET, A DISTANCE OF 159.55 FEET TO A POINT ON CURVE; THENCE S. 40°34'43" W., 20.69 FEET; THENCE S. 49°25'17" E., 60.00 FEET; THENCE N. 40°34'43" E., 14.95 FEET; THENCE S. 43°47'49" E., 226.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE EAST WITH A RADIUS OF 214.00 FEET, A DISTANCE OF 168.08 FEET TO A POINT OF TANGENCY; THENCE S. 01°12'11" W., 70.83 FEET; THENCE S. 82°35'15" W., 166.88 FEET; THENCE N. 11°40'27" E., 69.02 FEET; THENCE N. 14°43'23" W., 60.00 FEET; THENCE N. 35°39'07" W., 50.00 FEET; THENCE S. 66°38'48" W., 26.00 FEET; THENCE S. 40°34'43" W., 205.00 FEET; THENCE S. 23°48'05" W., 113.45 FEET; THENCE S. 67°01'59" W., 95.57 FEET; THENCE S. 84°33'18" W., 96.68 FEET; THENCE N. 61°51'05" W., 106.49 FEET; THENCE N. 36°54'30" W., 108.58 FEET; THENCE N. 06°53'01" W., 84.43 FEET; THENCE N. 15°17'10" E., 85.99 FEET; THENCE N. 47°20'33" E., 135.00 FEET; THENCE N. 40°34'43" E., 90.00 FEET; THENCE N. 46°55'12" E., 48.99 FEET; THENCE N. 01°12'11" E., 10.00 FEET; THENCE N. 43°47'49" W., 15.00 FEET; THENCE N. 81°49'09" W., 20.00 FEET; THENCE S. 87°50'12" W., 85.15 FEET; THENCE S. 84°29'36" W., 85.59 FEET; THENCE N. 88°47'49" W., 255.00 FEET; THENCE S. 78°56'47" W.,

69.52 FEET; THENCE S. 37°21'23" W., 20.00 FEET; THENCE S. 01°12'11" W., 236.53 FEET; THENCE S. 46°12'11" W., 106.07 FEET; THENCE N. 88°47'49" W., 374.20 FEET TO THE AFORESAID WEST LINE OF THE SW 1/4 OF SAID SECTION 22; THENCE N. 00°10'06" E., ALONG SAID WEST LINE, 487.51 FEET TO THE POINT OF BEGINNING, CONTAINING 13.640 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, AND WITHIN THE LIMITS OF THE CITY OF CHAMPAIGN,

shown in the annexed plat and described in the Surveyor's Certificate has caused the said described real estate to be surveyed, platted and subdivided by Thomas B. Jordan, Illinois Land Surveyor No. 2014, Champaign, Illinois, in the manner shown on said plat; as a subdivision to be perpetually known as ROBESON MEADOWS SUBDIVISION NO. 3A, City of Champaign, Champaign County, Illinois, and does hereby grant and dedicate to the people of the City of Champaign, County of Champaign, Illinois, for the use of the public forever, the avenues, drives, streets, roads and alleys, hereinafter referred to as streets, shown on said plat and located in the City of Champaign, Champaign County, Illinois, each of which said streets shall be perpetually known by the respective names designated on said plat.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Surveyor's Certificate shall, by adopting the description of said platted land as ROBESON MEADOWS SUBDIVISION NO. 3A, to be taken and understood as incorporating in all such conveyances, without repeating the same, the following restrictions as being applicable to each tract of land described in said Surveyor's Certificate, to-wit:

## DEFINITIONS

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

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

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

2.3 Dwelling Structure: The main building on any building site or the building structure located on two platted lots and containing two dwelling units.

2.4 Dwelling Unit: A dwelling unit is to be designed, used and occupied exclusively for a residence and is to be occupied exclusively by a single family.

2.5 Ground Floor Area: That portion of a dwelling which is built over a basement or foundations but not over any other portion of the building.

2.6 Commons Area Easement: The areas designated on the plat which purpose is for the common use and enjoyment of the owners, and their guests, of the lots in this addition of Robeson Meadows Subdivision No. 3A and various sections of Robeson Meadows Subdivision, presently platted or to be platted at a later date.

2.7 Single Family: A group of occupants with not more than two (2) unrelated adults.

## APPLICATION

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

## COVENANTS

3.1 Allowable Structure: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling or one attached single family dwelling unit, a private garage for at least two (2) but not more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.

3.2 Architectural Committee: The Robeson Meadows Subdivision Architectural Committee shall initially be composed of the following three (3) persons:

Kyle Robeson, P.O. Box 697, Champaign, Illinois  
Ralph Sackett, 111 E. Green, Champaign, Illinois  
Bruce Hutchings, 111 E. Green, Champaign, Illinois

Any action taken by the members of the committee shall be considered to be the action of the committee. The committee may designate a representative to act for it and may delegate its powers and duties to its representatives. In the event of the death, resignation, refusal to act or inability to act of any member of the committee, the remaining members of the committee may designate a successor. The record owners of a seventy-five per cent (75%) of the lots in Robeson Meadows Subdivision shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to change the membership of the committee, to withdraw any powers and duties from the committee or to restore to it such powers and duties as may have been previously withdrawn.

(a) Approval by Committee: No construction work shall be commenced upon any structure unless the plans and specifications therefore have been submitted to and approved, in writing, by the Architectural

Committee as complying with the terms and provisions of these restrictive covenants. The plans and specifications shall show, complete construction details, including the nature, kind, shape, height, roof pitch, material and color scheme of the structure and shall include a site plan showing the lot lines, required yards, landscaping, and the proposed location of all structures, including patios, decks, and entry walks. The plans shall include a grading plan of the building site and entire lot.

(b) Powers and Duties of Committee: The Architectural Committee shall have the following powers and duties:

(1) To examine and approve or disapprove any plans and specifications submitted to it by a lot owner.

(2) To waive up to 25% of any area or yard requirement contained in these restrictive covenants, unless said waiver request is a conflict with the zoning ordinance of the City of Champaign.

(3) To determine whether a fence, wall, hedge or shrub planting unreasonably obstructs the view of approaching street traffic.

(4) 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) Failure of Committee to Act: In the event a matter requiring action by the committee is submitted to the Committee in writing and the Committee fails to give written notice of its action taken thereon to the lot owner within 30 days thereafter, then the Committee shall be conclusively presumed to have approved the matter so submitted to it.



3.3 Minimum Size: No one story dwelling unit shall occupy a ground floor area of less than 1800 square feet. No dwelling unit having more than one story shall occupy a ground floor area of less than 1200 square feet and a total floor area of less than 2200 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.

3.4 Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than fifteen (15) feet to any side street line. For lots 301 thru 329 inclusive, no main or accessory building shall be located closer to the side lot lines than a distance of six (6) feet, except that a two (2) foot side yard shall be required for permitted accessory buildings located sixty-five (65) feet or more back from the minimum building set back line. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line or as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portions of a building on a lot to encroach upon another lot. Where a building site consists of more than one (1) lot, such as an attached zero lot line building structure site, (Lots 1301 thru 1314 inclusive) the above provisions shall be applicable to the boundary lines of the building site rather than platted lot lines.

Emphasis in building siting on the lot shall be given to a passive solar orientation.

3.5 Dwelling per Building Site: Only one (1) dwelling structure shall be constructed per building site:

3.6 Easements: Easements for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat. No structures shall be erected over areas reserved for easements which would interfere with construction or maintenance of utilities. Said easements are hereby granted and dedicated to the City 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.

3.7 Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more than thirty per cent (30%) of the building site less commons area easements.

3.8 Permissible Building:

Order of Construction - All buildings erected on any building site shall be constructed of new materials of good quality suitably adopted for use in the construction of residences. 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.

Building Characteristics - Individual dwelling units should be designed to achieve a balance proportion and scale in the overall massing, as well as with individual features or component parts, such as patios,

decks, porches, garages, entry porticos, accessory structures. Roof pitches should be not less than four in twelve. Flat roofs or mansard roofs shall not be allowed.

Simple use of exterior materials and finishes is desired with contrived or ostentatious features or configurations not allowed. Colors and textures of exterior surfaces should be of a natural appearance selected from a range of natural and muted earth tones and blends. Primary colors, white and black, shall not be allowed except as accents or trim.

Site development - Grading of each building site and setting of finish floor elevations of associated structures shall be completed such that water drainage around and away from completed structures does not encroach on adjacent properties.

The front yard of each lot including adjacent street parkway shall be sodded by the owner of the lot after substantial completion of any principal structure thereon, and as soon as weather reasonably permits. The remaining lot area shall be sodded or seeded as soon as weather reasonably permits. Lots which drain directly into the lake shall either be sodded or seeded in the fall construction season with erosion control measures which are approved by the Architectural Committee.

Complete landscape development of each lot shall be required within a reasonable time period following construction, but not to exceed one year. Planting plans showing species and exact locations of proposed plantings shall be submitted and approved by the Architectural Committee prior to installation.

Additionally, no plantings or landscaping exceeding the height of four feet at maturity shall be permitted in the rear yard setback area (as such setback is prescribed by the City of Champaign or the Final Plat) unless specific approval therefore is given by the Architectural Committee as provided by the covenants and restrictions for Robeson Meadows Subdivision as amended. It is the intention that lake views of adjoining properties shall not be blocked or screened by plantings or landscaping.

No development shall occur by any lot owner which extends beyond the platted lot lines of each lot owner's lot.

No owner of a platted lot containing perimeter areas adjacent to and adjoining any lake shall be permitted to develop more than thirty (30) lineal feet of such perimeter lot area parallel with said lake. No improvements shall extend into the lake, i.e. beyond the horizontal limits as defined by the permanent pool elevation of said lake. This use limit shall specifically apply to Lots 305 thru 312, inclusive, Lots 314 thru 324, inclusive, and Lots 326 thru 329, inclusive, in ROBESON MEADOWS SUBDIVISION NO. 3A.

Fences - Fences may be allowed on each individual lot except as otherwise restricted by provisions hereinafter, however, the design for any fence to be erected shall first be submitted to the Architectural Committee for approval. Height limitations shall be in accordance with the zoning ordinance of the City of Champaign.

Fences shall be designed and constructed of materials which are similar to and/or blend with those used on the building structure. This may include ornamental metal (iron, steel, etc.), brick or wood. Chain link or other wire or steel mesh material shall not be allowed.

Fences shall not be constructed on a designated "commons area easement" or other public area. Fences shall be the responsibility of the individual homeowner to install and maintain.

To preserve the quality and attractiveness of the common property along the perimeter of the lake at Robeson Meadows Subdivision, no perimeter fences shall be permitted on adjoining lake lots. Fences which are required by law for protection of private swimming pools, fences which are designed and constructed for localized privacy for patios, etc. will be allowed if approved by the Architectural Committee. It is the intention that lake views of adjoining properties shall not be blocked or screened by fences.

3.9 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 is fully completed and the interior construction is substantially completed. 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.

3.10 Temporary Structures and Satellite Dish: 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 residence either temporarily or permanently. No television satellite dishes shall be allowed on any lot in the subdivision.

3.11 Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot and/or one sign of not more than five (5) square feet advertising the property for sale or rent.

3.12 Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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 of grading incidental thereto.

3.13 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 commercial purposes.

3.14 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 or disposal of such material shall be kept in a clean and sanitary condition.

3.15 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 and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way.

3.16 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 from the intersection of the street property lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connection a point thirty (30) feet outward from the edge of the driveway ten (10) feet from the street property line.

3.17 Off-Street Parking: All property owners in Robeson Meadows Subdivision No. 3A shall provide facilities for off-street parking for the number of automobiles in use by the owner or resident on the property or persons regularly employed on the property.

All property owners or residents in Robeson Meadows Subdivision No. 3A owning or possessing any type of recreational vehicle, boat, boat trailer, or like vehicle, shall provide facilities for off-street parking for such vehicle in addition to the off-street parking provided for number of automobiles in use by the owner or resident.

3.18 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.

3.19 Yard Lights: The owners of every lot shall erect and maintain in good operating condition one yard light located in the front yard.

In cases where a lot has a common areas easement containing a sidewalk bordering it, a rear yard light shall be installed. This yard light shall be located at a point designated on the lot by the Architectural Committee, and must be at a point along or near the rear lot line at such place that the Architectural Committee designates, for the purpose of illuminating the common areas easement. No hedge, fence or any other type of obstruction shall be between said yard light and common areas easement behind it. The light may, however, at the discretion of the Architectural Committee, be attached to a fence.

All lights shall be equipped with a photo-electric cell that illuminates the light during hours of darkness.

All property owners in Robeson Meadows Subdivision No. 3A 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.

3.20 Zero Lot Line Lots: The covenants and use restrictions set forth in this provision shall be applicable to any lot constituting a part of the property to be platted as ROBESON MEADOWS SUBDIVISION NO. 3A, and to be used or developed as a site for zero lot line attached housing according to the R4 zoning district to the City of Champaign, Illinois and all zoning ordinances applicable thereto.

- (a) All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two dwelling units shall at all times be considered party walls, and each of the owners of lots upon which



any such party wall shall stand, shall have the right to use said party wall below and above the surface of ground and along the whole length of any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:

- (1) No owner nor any successor in interest shall have the right to extend said party wall in any manner, either in length, height, or thickness.
  
- (2) In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or

any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

(3) The foregoing provisions of this article notwithstanding, the owner of any dwelling unit or other interested party, shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

(4) In the event of damage or destruction by fire or other casualty of any dwelling unit or any portion thereof, the owner or owners from time to time of any such dwelling unit covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such dwelling unit, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the dwelling unit(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt. In the event of the total or substantial destruction of all the dwelling units in a dwelling structure, the architectural design of the exterior of the

building structures to be rebuilt and the materials to be used shall be substantially similar in architectural design to the original building structures in ROBESON MEADOWS SUBDIVISION NO. 3A and shall be constructed of comparable materials.

(5) In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to in Sub-paragraph 3.20(a)(4) to perform the necessary repair or rebuilding, the owner(s) of the remainder of the dwelling structure shall, in the manner described in Section 3.20(g) of these covenants be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as may be chosen by such owner(s). Such owner(s) shall have and are hereby given a continuing lien on that dwelling unit on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:

- a. The cost of such repairs or rebuilding;
- b. Interest at the prime rate as shown under "Money Rates" in The Wall Street Journal in effect from time to time from the date of payment of such costs; and

c. Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith, which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees, and assignees. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois Law. The lien of such owner(s) described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

(b) Every unit owner shall together with the other unit owners in a building structure mutually purchase and maintain in effect a single insurance policy insuring the building structure for the full insurable replacement cost thereof against loss by fire or other casualty. All of the owners and their respective mortgagees shall be named as insureds under the policy. Each unit owner shall pay his pro-rata share of the insurance premium cost as the allocated billing from the insurance company based upon the relative value of each unit. In the event of the failure or refusal of any unit owner to pay his share of such cost the owner(s) of the remaining dwelling unit(s) in such dwelling structure may pay the same and shall have a lien and cause of

action against such defaulting party together with interest costs and expenses as provided in the preceding sub-paragraph 3.20(a)(5).

In the event a single insurance policy is not available each owner shall at all times keep his respective dwelling unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other unit owners of the building structure as additional insureds under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner shall upon request from another owner in the same structure deliver to said other owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.

Each lot owner shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any dwelling unit which will increase the premium rate of insurance on the dwelling structure applicable for residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of law.

(c) Collectively the owners of each two-unit dwelling structure shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs, gutters, downspouts and common sanitary sewers, as is made necessary and desirable as a result of the natural and ordinary wear and/or deterioration thereof. The responsibility for such maintenance work shall be borne in accordance with the following procedures:

(1) PAINTING -- Upon a decision being made by the majority of the dwelling unit owners that a particular dwelling structure needs repainting, bids shall be secured for the specified painting and the bidders shall be required to allocate to each separate unit the portion of the painting expense allocable to such dwelling unit. The owner of each dwelling unit shall pay his share of the lowest accepted bid for such painting work, including labor and materials. The owner or a particular dwelling unit may perform his own painting work provided it is in conformity with the repainting plan adopted by the majority and provided further that he do such work at the same time as the work is being performed upon the remainder of the dwelling structure and that he perform such work in a reasonable and workmanlike manner. The cost allocation is made in this manner due to the circumstance of

each unit varying in size from other units, some being one story and some being two story, and all units having different areas of exterior surface requiring painting.

- (2) ROOF MAINTENANCE -- Each owner shall be responsible for keeping the roof over his dwelling unit in good condition for the benefit of all dwelling units. In the event a decision is made, as provided hereunder, for the installation of a new roof, each dwelling unit owner shall contribute to the cost thereof in the proportion of his total roof area to the total roof area of the dwelling structure.
- (3) GUTTERS AND DOWNSPOUTS -- Each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters or downspouts of each building structure.
- (4) EXTERIOR WALLS AND FOUNDATIONS -- Each dwelling unit owner shall be responsible for maintaining in a good condition all exterior walls and foundations located upon his dwelling parcel.
- (5) COMMON SANITARY SEWERS -- Maintenance of the Common Sanitary Sewer is the collective responsibility of all unit owners in each dwelling structure and each dwelling unit owner shall contribute equally to defray the cost of any necessary

maintenance repair or replacement of the Common Sanitary Sewer serving the dwelling structure. This provision shall not apply to required maintenance of the extension of said Sanitary Sewer line from the common line to the individual unit which latter maintenance shall be the sole responsibility of each unit owner.

It is recognized that good maintenance of the entire building structure is necessary for the enjoyment of each dwelling unit therein and, accordingly, each owner is expressly given the right to enforce the above obligations as herein provided in these covenants.

- (d) The owner of each dwelling unit shall be responsible for the maintenance and/or repair of all of his or her dwelling unit that is not specifically designated as a collective responsibility of the owners of the building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.

The owner of an individual dwelling unit shall not change the exterior appearance of his unit except with the prior approval of the majority of the dwelling unit owners in his particular dwelling structure. It is the purpose and intent of this covenant to enhance the overall appearance of the dwelling structure in accordance with the desires of owners holding a majority interest therein.



Lawn maintenance, trash and snow removal are the individual responsibility of each dwelling unit owner, unless they agree to do so collectively. Accordingly, the owner of each unit shall be permitted reasonable access across the lawn of an adjacent owner to transport lawn mower, snow blower, ladder, and the like to satisfy such obligation.

- (e) For the purpose of making decisions with respect to collective exterior maintenance of each dwelling structure, repair, rebuilding, insurance coverage, common sanitary sewer maintenance, etc., as provided herein, the owner or owners of each dwelling parcel/lot upon which a portion of such dwelling structure is located shall have one vote in making such determination. For example, on each two-unit structure, there will be two votes available to the respective owners. In the event the two owners cannot agree, such owners shall mutually select a third person to act in making such determination. In the event they cannot mutually agree upon such third person, the developer shall act as such third person unless he is the owner of one of the units involved. If the developer refuses, is disqualified, or is not available, any Champaign County Circuit or Associate Judge shall be qualified to name such third person.

All decisions shall, therefore, be by majority vote of such persons and such decisions shall be binding upon all owners of such building structure. In the event that a lot is owned by a corporation, partnership, trust, or other legal entity, other than

a natural person or persons, then the person so designated by such entity shall be eligible to exercise such voting rights. In the event there is more than one owner of a single dwelling unit, the vote shall be accordingly split.

In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line, any unit owner advised of such circumstance shall, if reasonable possible, notify other unit owners in the same dwelling structure, but in the event immediate corrective action is necessary any unit owner shall have the authority to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line; in such event, each unit owner of the dwelling structure so served shall contribute equally to the cost of such service. This procedural Covenant shall also apply even if a unit owner refuses to vote in favor of the corrective action if such action is reasonably required to remove a service hazard.

- (f) Provision for annual assessments, including the provision of a reserve for anticipated maintenance expenditures, or special assessments for emergency repairs or maintenance shall be determined by a vote of the respective owners of each dwelling structure. The purpose of such assessment, the amount thereof, and the method of payment shall be determined by a majority vote and shall be reduced to writing. Upon the request of any contract purchasee of a dwelling unit, the owner(s) of remaining units in

such building structure agree to execute a written statement or certificate to such purchaser as to the status of assessments, if any, due for such dwelling unit.

(g) In the event that a dwelling unit owner has failed to perform any obligations hereunder, the remaining unit owner(s) in the same dwelling structure may take action to enforce such obligation in the following manner:

(1) Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.

(2) If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the remaining dwelling unit owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these covenants. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.

- (3) Notices hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.
- (4) In the event any work is performed or caused to be performed by a dwelling unit owner upon another owner's unit pursuant to the terms of this covenant, and the failure of the owner to perform as required hereunder, the unit owner contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor, or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the owner(s) performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefor as provided under Covenant 3.20(a).
- (h) It is the intent of these covenants to provide for and protect the cooperative aspect of ownership and the value, desirability and attractiveness of the dwelling structure. Accordingly, the covenants provided for hereunder are specifically designated as covenants running with the land. These covenants shall continue in full force and effect unless the same are amended by written instrument and recorded as provided hereinafter in covenant numbered 3.23.

(i) 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 and 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.

3.21 Commons Area Easement: Certain areas within the designated "commons area easement" in this addition as shown on the recorded plat are hereby dedicated to the public for the installation of utilities to serve all sections of Robeson Meadows Subdivision No. 3A. Subject to said dedication, such areas designated "commons area easement" shall be devoted to the common use and enjoyment of the owners of the lots in this addition of Robeson Meadows Subdivision No. 3A and various sections of Robeson Meadows Subdivision presently platted or to be platted at a later date. The management and control of these areas designated "commons area easement" shall be exclusively exercised by Robeson Meadows Subdivision Homeowners, Inc., an Illinois non-profit corporation. Each owner of a lot in this addition shall as a condition precedent to ownership, covenant and agree to pay monthly charges to Robeson Meadows Subdivision Homeowners, Inc. in accordance with its Articles of Incorporation, 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 shall be erected on such areas designated as "commons area easement" and designated easements for public utilities are hereby granted and dedicated to the City of Champaign on and across all designated areas within the "commons area easement".

The Robeson Meadows Homeowners, Inc., shall provide for the care and maintenance of the "commons area easement", island and median areas from the assessments paid by the owners of lots in this and other additions or sections of Robeson Meadows Subdivision 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 area easement" 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 area easement" by the owners, and their guests, of the lots in this and other additions or sections of Robeson Meadows Subdivision.

3.22 Waiver: The failure of the Architectural Committee, any building site owner or the present owner of the 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.

3.23 Waiver of Restrictions: These restrictive covenants may be waived or amended, in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than two-thirds of the lot owners.

3.24 Enforcement: Enforcement shall be by the 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.

3.25 Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herewith provided or any part thereof is invalid or for any reason become unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges of any part thereof shall be thereby affected or impaired.

3.26 The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

Commercial Bank of Champaign, Trustee  
Under Trust No. 43-439

By *[Signature]* VP-TO

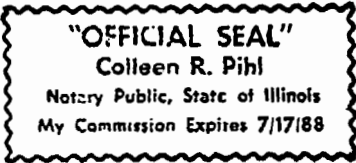
Attest:  
*[Signature]*  
Trust Securities Officer  
VICE PRESIDENT + CASHIER  
Prepared by:  
*[Signature]*

Champion Development Corporation  
115 E. Washington  
Bloomington, IL 61701

STATE OF ILLINOIS )  
                              )     ss.  
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that DRAOLEY K. HATFIELD, personally known to me to be the VICE PRESIDENT & TRUST OFFICER of Commercial Bank of Champaign, a corporation, and DAVID B. WHITE, of THE COMMERCIAL BANK OF CHAMPAIGN, a corporation, and personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed the said instrument as such officers of said corporation and caused the corporation 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 14<sup>th</sup> day of SEPTEMBER, 1987.



Colleen R. Pihl  
Notary Public  
My Commission Expires 7/17/88



STATE OF ILLINOIS )  
COUNTY OF CHAMPAIGN) SS.

I, THE UNDERSIGNED, COUNTY CLERK OF CHAMPAIGN COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED AS FOLLOWS:

ROBESON MEADOWS SUBDIVISION 3A

PART OF THE SOUTHWEST 1/4 OF SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 OF SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M.; THENCE S. 00°10'06" W., ALONG THE WEST LINE OF SAID SW 1/4, 955.14 FEET TO THE SOUTHWEST CORNER OF ROBESON MEADOWS SUBDIVISION NO. 1, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S. 88°47'49" E., ALONG THE SOUTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 1, 376.74 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, ALONG A CURVE TO THE LEFT, CONVEX TO THE SOUTH WITH A RADIUS OF 535.00 FEET, A DISTANCE OF 92.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE NORTH WITH A RADIUS OF 465.00 FEET, A DISTANCE OF 80.64 FEET TO A POINT OF TANGENCY; THENCE S. 88°47'49" E., ALONG THE SOUTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 1, 423.45 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE S. 01°12'11" W., 1.00 FEET TO THE SOUTHWEST CORNER OF ROBESON MEADOWS SUBDIVISION NO. 2; THENCE S. 88°47'49" E., ALONG THE SOUTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 2, 152.83 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE NORTH WITH A RADIUS OF 214.00 FEET, A DISTANCE OF 159.55 FEET TO A POINT ON CURVE; THENCE S. 40°34'43" W., 20.69 FEET; THENCE S. 49°25'17" E., 60.00 FEET; THENCE N. 40°34'43" E., 14.95 FEET; THENCE S. 43°47'49" E., 226.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE EAST WITH A RADIUS OF 214.00 FEET, A DISTANCE OF 168.08 FEET TO A POINT OF TANGENCY; THENCE S. 01°12'11" W., 70.83 FEET; THENCE S. 82°35'15" W., 166.88 FEET; THENCE N. 11°40'27" E., 69.02 FEET; THENCE N. 14°43'23" W., 60.00 FEET; THENCE N. 35°39'07" W., 50.00 FEET; THENCE S. 66°38'48" W., 26.00 FEET; THENCE S. 40°34'43" W., 205.00 FEET; THENCE S. 23°48'05" W., 113.45 FEET; THENCE S. 67°01'59" W., 95.57 FEET; THENCE S. 84°33'18" W., 96.68 FEET; THENCE N. 61°51'05" W., 106.49 FEET; THENCE N. 36°54'30" W., 108.58 FEET; THENCE N. 06°53'01" W., 84.43 FEET; THENCE N. 15°17'10" E., 85.99 FEET; THENCE N. 47°20'33" E., 135.00 FEET; THENCE N. 40°34'43" E., 90.00 FEET; THENCE N. 46°55'12" E., 48.99 FEET; THENCE N. 01°12'11" E., 10.00 FEET; THENCE N. 43°47'49" W., 15.00 FEET; THENCE N. 81°49'09" W., 20.00 FEET; THENCE S. 87°50'12" W., 85.15 FEET; THENCE S. 84°29'36" W., 85.59 FEET; THENCE N. 88°47'49" W., 255.00 FEET; THENCE S. 78°56'47" W., 69.52 FEET; THENCE S. 37°21'23" W., 20.00 FEET; THENCE S. 01°12'11" W., 236.53 FEET; THENCE S. 46°12'11" W., 106.07 FEET; THENCE N. 88°47'49" W., 374.20 FEET TO THE AFORESAID WEST LINE OF THE SW 1/4 OF SAID SECTION 22; THENCE N. 00°10'06" E., ALONG SAID WEST LINE, 487.51 FEET TO THE POINT OF BEGINNING, CONTAINING 13.640 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, AND WITHIN THE LIMITS OF THE CITY OF CHAMPAIGN,

Permanent Tax Numbers: 03-20-22-300-0015

DATED THIS 2nd day of September, 1987.

Dennis R. Bing, County Clerk  
CHAMPAIGN COUNTY, ILLINOIS



87R25430

DOC # \_\_\_\_\_  
CHAMPAIGN COUNTY, ILL  
BOOK AA PAGE 156

'87 SEP 18 AM 11 10

*Therese J. Galbreath*

RECORDER

*Daily & Assoc  
Tom Jordan*

*83<sup>00</sup>  
2<sup>00</sup>  
85<sup>00</sup>*

DOC # 87R25430  
CHAMPAIGN COUNTY, ILL  
BOOK AA PAGE 156

'87 SEP 18 AM 11 10

*Therese J. Galbreath*

RECORDER

*Robert Meadows  
Sub # 3A*

Date 9-17-87  
Instrument Plat  
Description SW<sup>4</sup>  
22-19-8

Return to: Daily & Assoc  
Tom Jordan

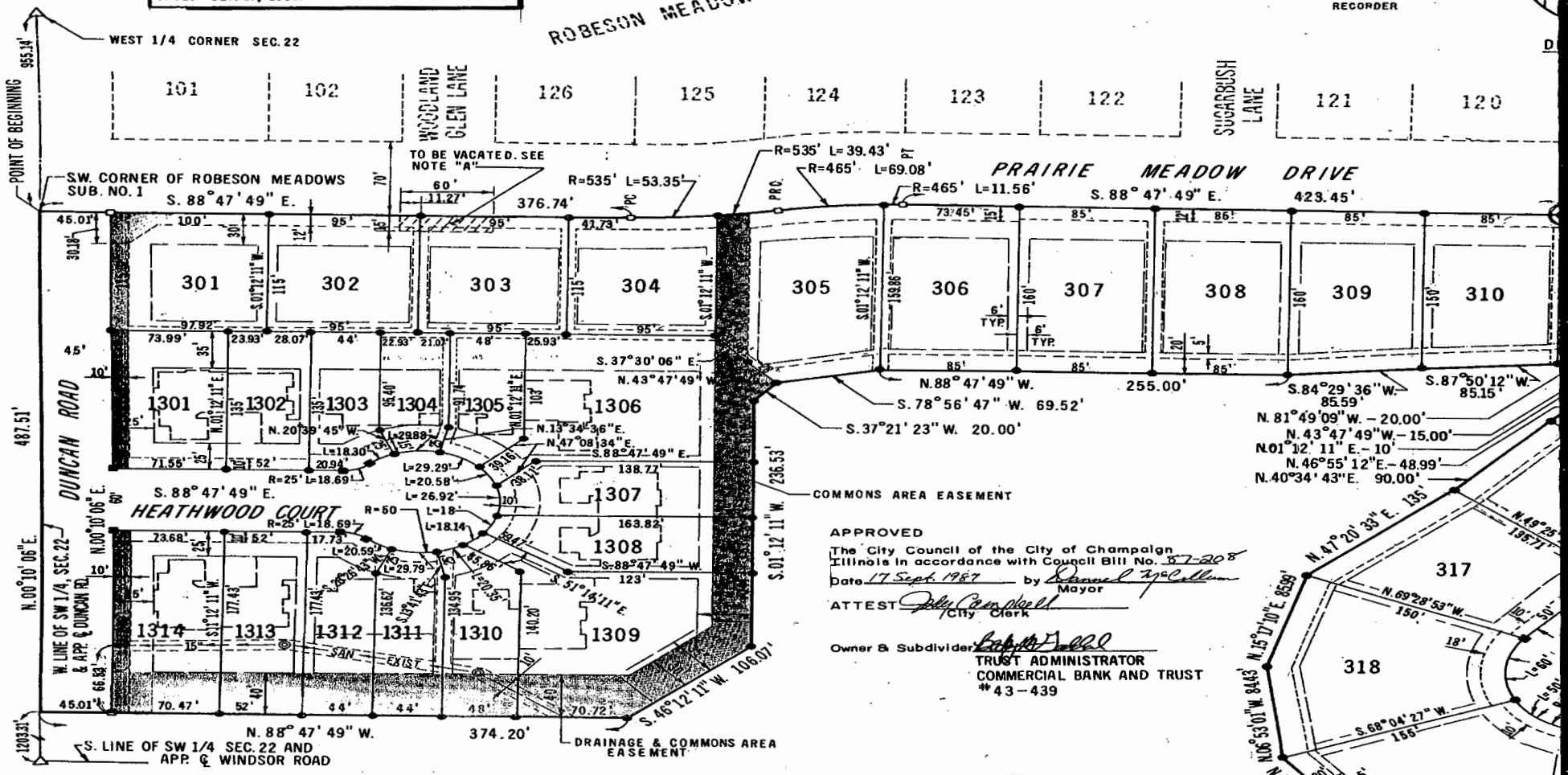
*83<sup>00</sup>  
\$ 2<sup>00</sup>  
85<sup>00</sup>*



NOTE "A"  
 PLATTED STREET RIGHT-OF-WAY TO BE VACATED.  
 SEE DOC. 86 R 22750 (ROBESON MEADOWS SUB. NO. 1  
 FILED IN THE OFFICE OF RECORDER, CHAMPAIGN COUNTY,  
 STATE OF ILLINOIS IN BOOK AA OF PLATS, PG. 66  
 DATED SEP. 17, 1986.

BOOK # CHAMPAIGN COUNTY  
 BOOK AA PAGE 156  
 '87 SEP 18 AM 11 18  
 Recorder

ROBESON MEADOWS SUB. NO. 1



APPROVED  
 The City Council of the City of Champaign  
 Illinois in accordance with Council Bill No. 87-208  
 Date 17 Sept. 1987 by Daniel McCallum Mayor  
 ATTEST *[Signature]* City Clerk  
 Owner & Subdivider *[Signature]*  
 TRUST ADMINISTRATOR  
 COMMERCIAL BANK AND TRUST  
 #43-439

SURVEYOR'S CERTIFICATE

I, THOMAS B. JORDAN, ILLINOIS REGISTERED LAND SURVEYOR NO. 2014, HEREBY CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE, IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND WITH THE ORDINANCES OF THE CITY OF CHAMPAIGN, FOR COMMERCIAL BANK OF CHAMPAIGN, TRUSTED UNDER A TRUST NO. 43-439, PART OF THE SOUTHWEST 1/4 OF SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 OF SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M., THENCE S. 00°10'06" W. ALONG THE WEST LINE OF SAID SW 1/4, 955.14 FEET TO THE SOUTHWEST CORNER OF ROBESON MEADOWS SUBDIVISION NO. 1, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S. 88°47'49" E. ALONG THE SOUTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 1, 376.74 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, ALONG A CURVE TO THE LEFT, CONVEX TO THE SOUTH WITH A RADIUS OF 535.00 FEET, A DISTANCE OF 82.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE NORTH WITH A RADIUS OF 465.00 FEET, A DISTANCE OF 80.64 FEET TO A POINT OF TANGENCY; THENCE S. 80°47'49" E. ALONG THE SOUTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 1, 423.45 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE S. 01°12'11" W., 1.00 FEET TO THE SOUTHWEST CORNER OF ROBESON MEADOWS SUBDIVISION NO. 2; THENCE S. 88°47'49" E. ALONG THE SOUTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 2, 152.83 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE NORTH WITH A RADIUS OF 214.00 FEET, A DISTANCE OF 159.55 FEET TO A POINT ON CURVE; THENCE S. 40°34'43" W., 20.69 FEET; THENCE S. 49°25'17" E., 60.00 FEET; THENCE N. 40°34'43" E., 14.95 FEET; THENCE S. 43°47'49" E., 226.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, CONVEX TO THE EAST WITH A RADIUS OF 214.00 FEET, A DISTANCE OF 168.00 FEET TO A POINT OF TANGENCY; THENCE N. 11°40'27" E., 70.83 FEET; THENCE S. 82°35'15" W., 168.88 FEET; THENCE N. 11°40'27" E., 69.02 FEET; THENCE

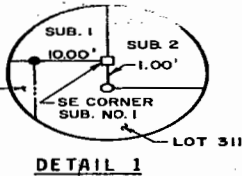
N. 14°43'23" W., 60.00 FEET; THENCE N. 56°39'07" W., 60.00 FEET; THENCE S. 66°38'48" W., 26.00 FEET; THENCE S. 40°34'43" W., 205.00 FEET; THENCE S. 23°48'08" W., 113.45 FEET; THENCE S. 67°01'50" W., 95.87 FEET; THENCE S. 84°12'18" W., 96.88 FEET; THENCE N. 61°51'05" W., 106.49 FEET; THENCE N. 36°54'30" W., 109.59 FEET; THENCE N. 05°53'01" W., 84.43 FEET; THENCE N. 15°17'10" E., 85.99 FEET; THENCE N. 47°20'33" W., 135.00 FEET; THENCE N. 40°34'43" E., 90.00 FEET; THENCE N. 46°55'12" E., 48.99 FEET; THENCE N. 01°12'11" E., 10.00 FEET; THENCE N. 43°47'49" W., 15.00 FEET; THENCE N. 81°49'09" W., 20.00 FEET; THENCE N. 87°50'12" W., 85.15 FEET; THENCE S. 84°29'36" W., 85.59 FEET; THENCE N. 81°49'09" W., 20.00 FEET; THENCE N. 43°47'49" W., 15.00 FEET; THENCE N. 01°12'11" E., 10.00 FEET; THENCE N. 46°55'12" E., 48.99 FEET; THENCE N. 40°34'43" E., 90.00 FEET; THENCE N. 88°47'49" W., 374.20 FEET TO THE AFORESAID WEST LINE OF THE SW 1/4 OF SAID SECTION 22; THENCE N. 00°10'06" E., ALONG SAID WEST LINE, 487.51 FEET TO THE POINT OF BEGINNING, CONTAINING 13.60 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, AND WITHIN THE LIMITS OF THE CITY OF CHAMPAIGN.

FOR THE PURPOSE OF SUBDIVIDING SAID TRACT INTO 43 LOTS AND STREETS AS SHOWN ON THE ATTACHED PLAT, WITH DIMENSIONS IN FEET AND DECIMALS THEREOF, ALL STREETS AND EASEMENTS EXCEPT COMMONS AREA EASEMENTS, DESIGNATED ON SAID PLAT ARE DEDICATED FOR PUBLIC USE. MONUMENTS HAVE BEEN PLACED AS SHOWN ON THE ATTACHED PLAT AND THE SUBDIVISION SHALL BE KNOWN AS ROBESON MEADOWS SUBDIVISION NO. 3A, CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.  
 AUGUST 10 1987  
 THOMAS B. JORDAN  
 I. R. S. NO. 2014  
 CHAMPAIGN, ILLINOIS



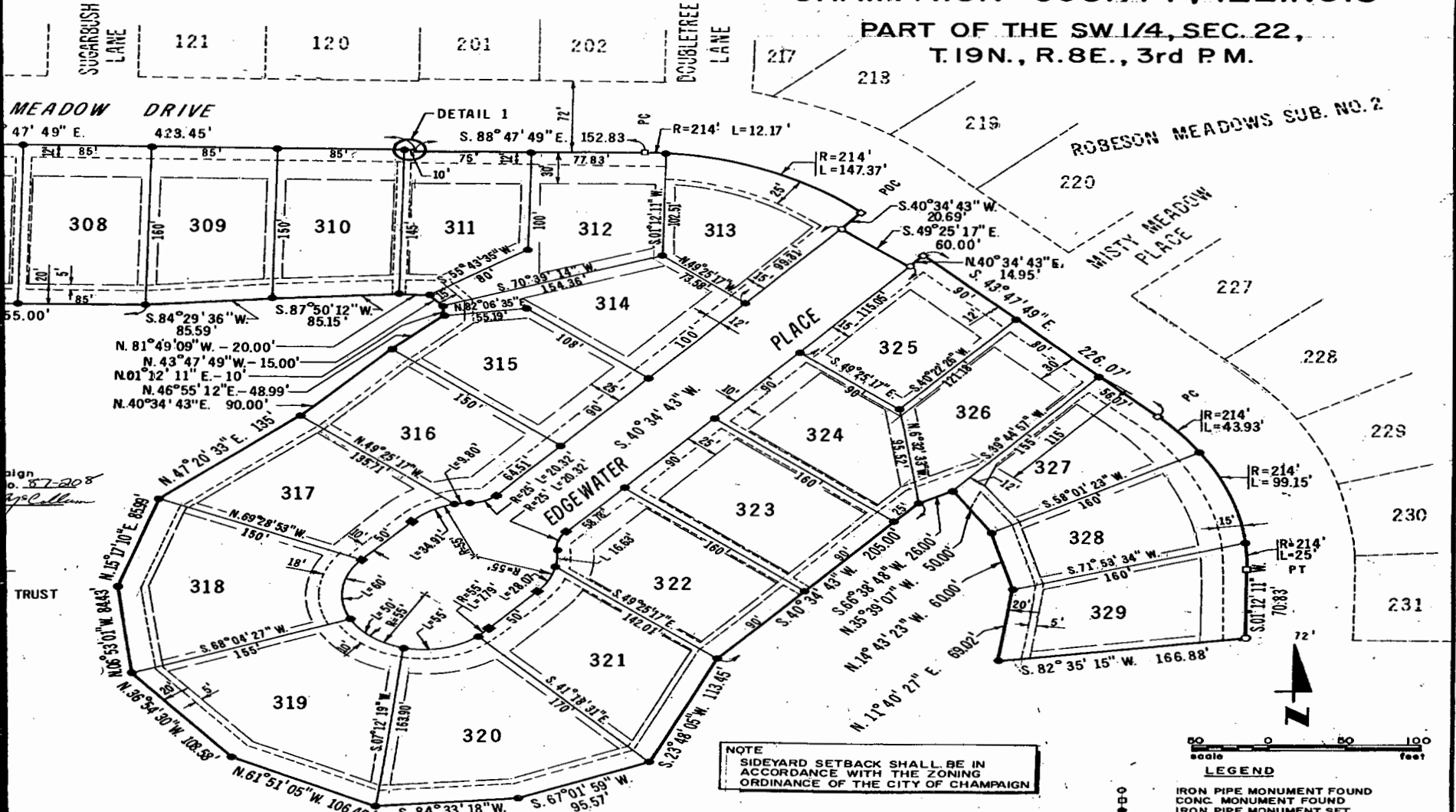
DOC # 130  
 CHAMPAIGN COUNTY, ILL.  
 BOOK 111, PAGE 150  
 '87 SEP 18 AM 11 '10  
 Recorder  
 REORDER



# ROBESON MEADOWS SUBDIVISION NO. 3A

CITY OF CHAMPAIGN  
 CHAMPAIGN COUNTY, ILLINOIS

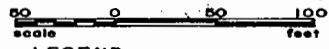
PART OF THE SW 1/4, SEC. 22,  
 T. 19N., R. 8E., 3rd P.M.



align  
 No. 57-208  
 1/2/10

TRUST

NOTE  
 SIDEYARD SETBACK SHALL BE IN  
 ACCORDANCE WITH THE ZONING  
 ORDINANCE OF THE CITY OF CHAMPAIGN



LEGEND

- ○ ○ IRON PIPE MONUMENT FOUND
- ● ● CONC. MONUMENT FOUND
- □ □ IRON PIPE MONUMENT SET
- □ □ CONC. MONUMENT SET
- LOT LINE
- - - BUILDING SETBACK LINE
- - - UTILITY EASEMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- POC POINT ON CURVE
- R RADIUS OF CURVE
- L LENGTH OF CURVE
- COMMONS AREA EASEMENT & UTILITY EASEMENT
- REQUESTED UTILITY EASEMENT (IF UNLESS OTHERWISE NOTED)

DATE	UTILITY	NOTES
7/1/07	E.B.T.	As Per Request Dated 7/1/07
4/23/07	Cable	As Per Request Dated 4/23/07
7/1/07	N.L.M.	No Easements Requested
7/1/07	I.P.C.	As Per Request Dated 7/1/07

\* Date of transmittal of easement request from utility company



88R05087

DOC # \_\_\_\_\_  
CHAMPAIGN COUNTY, ILL

BOOK 1572 PAGE 474

'88 MAR 25 PM 2 56

*Nancy D. Galasso*

RECORDER

20  
33

COVENANTS, RESTRICTIONS, AND EASEMENTS  
OF  
LOTS 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308,  
1309, 1310, 1311, 1312, 1313, and 1314  
IN  
ROBESON MEADOWS SUBDIVISION NO. 3A

KNOW ALL MEN BY THESE PRESENTS, that GERALD E. REED and  
MERIAM L. REED, husband and wife (hereinafter "Developer"),  
being the owner of the following described real estate:

Lots 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308,  
1309, 1310, 1311, 1312, 1313, and 1314 in Robeson  
Meadows Subdivision No. 3A to the City of Champaign,  
being a part of the Southwest Quarter of Section 22,  
Township 19 North, Range 8 East of the Third Principal  
Meridian, as shown by the Plat recorded September 18,  
1987, in Plat Book "AA" at Page 156 as Document  
No. 87-R-25430, situated in Champaign County, Illinois,

do hereby provide that all conveyances of property  
hereinafter made by the present or future owners of any of  
the real estate described above shall be taken and  
understood as incorporating in all such conveyances, without  
repeating the same, the following Covenants, Restrictions,  
and Easements:

1. Adoption of Existing Restrictive Covenants.

Developer hereby adopts the existing Restrictive Covenants  
as contained in the Owner's Certificate and Dedication of  
Robeson Meadows Subdivision No. 3A, which such Restrictive  
Covenants are incorporated herein by reference. The  
provisions hereof shall be in addition to the aforementioned

Restrictive Covenants. In the event of any conflict between the provisions hereof and the aforementioned Restrictive Covenants, said Restrictive Covenants shall prevail.

2. Easements and Covenants for Adjoining Duplex Units.

a. General: Lots 1301 and 1302, Lots 1303 and 1304, Lots 1305 and 1306, Lots 1307 and 1308, Lots 1309 and 1310, Lots 1311 and 1312, and Lots 1313 and 1314 are intended to be zero lot line dwellings (hereinafter the "duplex units") as provided in the recorded Plat of Robeson Meadows Subdivision No. 3A and Section 3.20 of the Owner's Certificate and Dedication with Restrictive Covenants of Robeson Meadows Subdivision No. 3A.

b. Exterior Style: Each owner of a duplex unit agrees that the exterior of the building shall remain in the same style and color as at present and no additions, alterations, or modifications to the exterior shall be made by any party, except with the written consent of not less than three-fourths of the owners of all duplex units (Lots 1301 - 1314, inclusive).

c. Utility Easements: Each owner of a duplex unit grants to the other adjoining duplex unit a non-exclusive easement of access to such other parties' portion of the property for the benefit of the other for the purpose of inspecting, servicing, or making needed repairs to sanitary

sewer lines, electrical lines, gas supply lines, cable television lines, and such other utilities as may be necessary. Sanitary sewer lines may be shared, in whole or in part, by adjoining duplex units. In the event that any owner shall fail to pay for sanitary sewer charges, such charges shall be paid by the Heathwood Court Homeowner's Association, and the Association shall have a lien against such owner's lot for the amount so paid. Such lien may be enforced in the same manner as provided in Paragraph 2(d)(v) hereof.

d. Party Walls/Damage or Destruction: All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two duplex units shall at all times be considered party walls, and each of the owners of the lots upon which such party wall shall stand, shall have the right to use said party wall below and above the surface of ground and along the whole length of any part of the length thereof for the support of said duplex unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained:



(i) No owner nor any successor in interest shall have the right to extend said party wall in any manner, either in length, height, or thickness.

(ii) In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any duplex unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each duplex unit which abuts on such wall shall pay his allocable portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respect to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

(iii) The foregoing provisions of this article notwithstanding, the owner of any duplex unit or other interested party, shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

(iv) In the event of damage or destruction by fire or other casualty of any duplex unit or any portion thereof, the owner or owners from time to time of any such dwelling unit covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or construction. The exterior of such duplex unit, when rebuilt shall be substantially similar to and of architectural design in conformity with the exterior of the duplex unit(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt. In the event of the total or substantial destruction of two adjoining duplex units, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be substantially similar in architectural design to the original building structures in the Robeson Meadows Subdivision No. 3A and shall be constructed of comparable materials.

(v) In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to above to perform the necessary repair or rebuilding, the

owner(s) of the other adjoining duplex unit shall be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as may be chosen by such owner(s). Such owner(s) shall have and are hereby given a continuing lien on that duplex unit on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:

(a) the cost of such repairs or rebuilding;

(b) interest at the prime rate as shown under "Money Rates" in The Wall Street Journal in effect from time to time from the date of payment of such costs; and

(c) reasonable attorney's fees and any court costs or other expenses or charges incurred in connection therewith, which such lien shall bind the owner of the repaired or rebuilt duplex unit, his heirs, devisees, personal representatives, grantees, and assigns. Further, in the event that such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such owner(s) described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

e. Insurance: Every duplex unit owner shall together with the other adjoining duplex owner in a building structure mutually purchase and maintain in effect a single insurance policy insuring the building structure for the full insurable replacement cost thereof against loss by fire or other casualty. All of the owners and their respective mortgagees shall be named as insureds under the policy. Each unit owner shall pay his pro rata share of the insurance premium cost as the allocated billing from the insurance company based upon the relative value of each duplex unit. In the event of the failure or refusal of any duplex unit owner to pay his share of such cost the owner(s) of the remaining duplex unit(s) in such dwelling structure may pay the same and shall have a lien and cause of action against such defaulting party together with interest costs and expenses as provided in the preceding subparagraph 3(e)(v).

In the event a single insurance policy is not available, each owner shall at all times keep his respective duplex unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other unit owner(s) of the building structure and all respective mortgages as additional insureds under the policy for the purpose of providing funds in those case in which

the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner shall upon request from another owner in the same structure deliver to said other owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.

Each lot owner shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any dwelling unit which will increase the premium rate of insurance on the dwelling structure applicable for residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of law.

f. Shared Driveways: Lots 1305 and 1306, Lots 1307 and 1308, and Lots 1309 and 1310 may share, in whole or in part, a common driveway for access. Each adjoining owner of the lots described above grants to the other adjoining owner an easement for access and right-of-way along and across the shared driveway together with the full and free right for him, her and them, and his, her and their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of

ingress and egress to and from their respective lots. The easements granted herein are to be held by the respective grantees, his, her and their heirs and assigns as appurtenant to the land owned by the respective grantees. Each party agrees to pay their proportionate cost of maintaining the driveway over the respective easements herein granted, such proportionate share to be determined by dividing the total surface repaired by the respective surface repaired of each lot.

g. Outside Security Lights: Each duplex unit owner shall install and maintain an outside security light.

3. Fences and Swimming Pools. Fences and swimming pools (either above ground or below ground) shall not be permitted on any lot, without the prior written consent of the owners of all lots.

4. Garbage Hauling, Snow Removal, and Lawn Maintenance. Unless otherwise unanimously agreed by the owners of all lots (Lots 1301 - 1314, inclusive) snow removal and lawn maintenance shall be the collective responsibility of the owners of the lots, as hereinafter provided. Each owner of a duplex unit shall be individually responsible for garbage hauling.

5. Association and Administration.

a. General: Each owner of a duplex unit shall become a member of the Heathwood Court Homeowner's Association.

b. Administration: The direction and administration of the Association shall be vested in a Board of Managers (hereinafter referred to as the "Board") consisting of six persons who shall be elected in the manner hereinafter provided. The Board shall govern the administration of the Association pursuant to rights, titles, powers, privileges, and obligations invested in or imposed upon it in the By-Laws appended hereto as Exhibit "A" and made a part hereof. Each member of the Board shall be one of the duplex unit owners; provided, however, that in the event a duplex unit owner is a corporation, partnership, trust, or other legal entity, other than a natural person or persons, then any director of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

c. Voting Rights: There shall be one person with respect to each duplex unit who shall be entitled to vote at any meeting of the duplex unit owners. Each person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the owner or the group composed of all the owners of a duplex unit, or may be some person

designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of the person designated, or by written notice to the Board by the owner or owners so designating. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy.

d. Meetings: The first annual meeting of the voting members shall be held thirty (30) days after the sale of 75 percent of all lots (Lots 1301 - 1314, inclusive), or three (3) years after the recording of these covenants, restrictions, and easements, whichever is earlier.

Three-fourths of the lots must be represented by a voting member in order for a quorum to exist at any annual meeting or special meeting of voting members. Special meetings may be called at any time for the purpose of conducting matters which require the approval of the voting members.

e. Notice of Meetings: Notice of meetings required to be given herein may be delivered verbally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the



purpose of service of such notice, or to the duplex unit of the owner with respect to which such voting right appertains, if no address has been given to the Board.

f. Board of Managers:

(i) At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of six persons. Four members of the Board of Managers shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one year. Vacancies in the Board may be filled by unanimous vote of the remaining members thereof. Except as otherwise provided in this agreement, the Association shall be managed by the Board of Directors and the Board shall act by a majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held, and conducted in accordance with such regulations as the Board may adopt.

(ii) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, a secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep

the financial records and books of account. The offices of Secretary and Treasurer may be combined.

(iii) Any Board member may be removed from office by affirmative vote of the voting members, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

g. General Powers of the Board: The Board, for the benefit of all the duplex unit owners, shall acquire and pay for, out of the maintenance fund hereinafter provided for, the following:

(i) Snow removal and lawn maintenance for all lots.

(ii) Workman's compensation insurance to the extent necessary to comply with any applicable laws.

(iii) The services of any person or firm employed by the Board.

H. Assessments - Maintenance Fund:

(i) Each year on or before December 1, the Board shall estimate the total amount necessary to pay the costs of service and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies, and shall on

or before December 15, notify each owner in writing as of the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners of all lots pro rata. On or before January 1 of the ensuing year, and on or before the first of each and every month of said year, each owner shall be obligated to pay to the Board or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of the each calendar year, the Board shall supply to all owners an itemized accounting for the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's pro rata ownership to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's pro rata ownership due in the succeeding six months after rendering of the accounting.

(ii) The Board shall build up and maintain a reasonable reserve for contingencies and replacements.

Extraordinary expenditures not originally incurred in the annual estimate which may become necessary during the year, shall be charged first against any such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the owners according to such owner's pro rata ownership. The Board shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due not less than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

(iii) When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs.

Assessments shall be levied against the owners during said period as provided in paragraph (i) of this article.

(iv) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's

obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the thirty (30) days after such new annual or adjusted estimate shall have been mailed or delivered.

(v) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Association, specifying and itemizing the maintenance and repair expenses of the Association and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any owner or any representative of an owner duly authorized in writing, at such reasonable time or times during the normal business hours as may be requested by the owner. Upon ten (10) days' notice to the Board and a payment of a reasonable fee, the owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(vi) All funds collected hereunder shall be held and expended for the purposes designated herein and (except for

such special assessments as may be levied hereunder against less than all the unit owners and for such adjustments as may be required to reflect the delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the duplex unit owners pro rata.

(vii) If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of suit, together with legal interest and reasonable attorney's fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereinafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided shall be and become a lien or charge against the duplex unit owner involved when payable and may be foreclosed by an action brought in the name of the Board of Managers as in the case of foreclosure of liens against real estate. Such lien for assessments as provided herein shall not affect the validity and priority of any recorded mortgage or trust deed lien against any lot hereunder.

(viii) The initial estimated budget for the Association is shown on Exhibit "B", attached hereto and incorporated herein by reference, and shall remain in full force and effect until modified by the Board of Managers as provided herein.

6. Remedies for Breach of Covenants, Restrictions, Easements and Regulations. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth above, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. No covenants, restrictions, conditions, obligations, or provisions contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

7. Amendment. The provisions of this agreement may be changed, modified, amended, or rescinded by an instrument in writing setting forth such change, modification, amendment, or rescission, signed and acknowledged by the Board and the unanimous vote of all owners and containing an affidavit by an officer of the Board certifying that a copy of the change, modification, amendment, or rescission has been

mailed by certified mail to all mortgagees having bona fide liens of record against any duplex unit, not less than ten (10) days prior to the date of such affidavit. The change, modification, amendment, or rescission shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Champaign County, Illinois.

8. Invalidity. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this agreement or By-Laws, or any part of the same, shall not impair or affect in any manner the validity or enforceability of the rest of this agreement or By-Laws.

IN WITNESS WHEREOF, GERALD E. REED and MERIAM L. REED, husband and wife, have executed this instrument this 15<sup>th</sup> day of March, 1988.

  
GERALD E. REED

  
MERIAM L. REED



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that GERALD E. REED and MERIAM L. REED, husband and wife, personally known to me to be the same persons whose names appear subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this Monday March, A.D., 1988.

*[Signature]*  
Notary Public  
CHAMPAIGN COUNTY, ILL.

CONSENT OF MORTGAGEE

Champion Federal Savings & Loan Association hereby consents to the foregoing Covenants, Restrictions, and Easements.

DATED: March 21, 1988

CHAMPION FEDERAL SAVINGS & LOAN ASSOCIATION

BY: *[Signature]*  
Its VICE PRESIDENT

*[Signature]*  
ASSISTANT VICE PRESIDENT

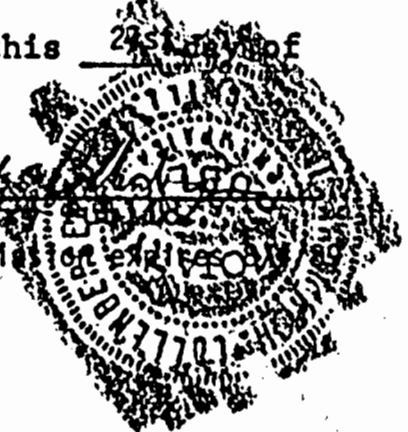
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that RALPH SACKETT, VICE PRESIDENT and STEPHEN C. LITTLE, ASSISTANT VICE PRESIDENT of CHAMPION FEDERAL SAVINGS & LOAN ASSOCIATION, personally known to me to be the same persons whose names appear subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of MARCH, A.D., 1988.

*Tammara*

Notary  
My commission expires



PREPARED BY/RETURN TO

RICHARD C. KIRBY  
Erwin, Martinkus, Cole & Ansel, Ltd.  
501 West University Avenue  
Champaign, IL 61820  
(217) 351-4040

EXHIBIT "A"  
BY-LAWS  
HEATHWOOD COURT HOMEOWNER'S ASSOCIATION

ARTICLE I

Duplex Unit Owners

Section 1. There shall be one person with respect to each duplex unit ownership who shall be entitled to vote at any meeting of the Association. There shall be one class of membership in the Association which is comprised of the owners, and that membership shall hold an annual meeting at which it shall elect members of the Board of Managers.

Section 2. Meetings of the Association shall be called by written notice which shall be mailed or delivered giving members not less than ten (10) and no more than thirty (30) days' notice of the time, place and purpose of such meeting.

Section 3. Special meetings of the members may be called by the President of the Association, the President of the Board of Managers (who shall be one and the same person) or by 50 percent of the members.

Section 4. Matters subject to the affirmative vote of not less than three-fourths (3/4) of the vote of all members at a meeting duly called for that purpose shall include:

- (a) merger or consolidation of the Association;
- (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association, and
- (c) the purchase or sale of land or of duplex units on behalf of all owners.

Section 5. Upon ten (10) days' notice to the manager or Board of Managers and payment of a reasonable fee, any owner may be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

ARTICLE IIBoard of Managers

Section 1. The direction and administration of the Association shall be vested in the Board of Managers (hereinafter referred to as the "Board"), consisting of six (6) persons, each of whom shall be one of the duplex unit owners; provided, however, that in the event a lot owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Section 2. Meetings of the Board may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of the Board or of the members. Four Board members must be present for a quorum. The Board shall meet at least two (2) times annually at such time and places as the Board members shall choose. Such meetings shall be open to any member.

Section 3. The Board shall elect from among its members a President who shall preside over its meetings and who shall be its Chief Executive Officer and a Secretary-Treasurer to keep the financial records, books of account, minutes of all meetings, and perform all the duties incident to the office of Secretary. No officer shall be elected for a term of more than one (1) year, but officers may succeed themselves. Members of the Board and officers shall serve without compensation.

Section 4. If an officer or Board member ceases to be a member, his office or board seat shall immediately be vacated. The remaining members of the Board may appoint a replacement until the next annual meeting. Any member of the Board may be removed from office by majority vote at a meeting of all members called for that purpose.

Section 5. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents

shall be signed by the President and countersigned by the Secretary.

Section 6. The Board shall have the following additional powers and duties:

A. To engage the services of a manager or managing agent who shall operate and manage the Association for all the members upon such terms and with such authority as the Board may approve.

B. To formulate policies for the administration, management, and operation of the Association.

C. To adopt rules and regulations governing the administration, management, maintenance, operation, use, conservation, and beautification of the Association property and for the health, comfort, safety and general welfare of the members, and to amend such rules and regulations from time to time.

D. To provide for the designation, hiring, and removal of employees and other personnel, including, lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the managements and operation of the Association.

E. To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the members, their respective shares of such estimated expenses as hereinafter provided.

Section 7. Each member shall receive notice of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase or establishment of an assessment. Written notice of such meeting shall be mailed or delivered giving members no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting.

If an adopted budget requires assessment against the members in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, the Board, upon written petition by members with 50 percent of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the members within thirty (30) days of the date of filing the petition to consider the

budget. Unless a majority of the votes of the members are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

The President of the Board of Managers is designated the officer responsible for mailing and receipt of all notices and for the execution of amendments to this instrument.

### ARTICLE III

#### Assessments

Section 1. Each year on or before December 1, or at such other time as the Board may select, the Board shall prepare a proposed annual budget estimating the total amount necessary to pay the cost of wages, services and supplies which will be required during the ensuing calendar year for the rendering of all services. The budget may be adopted only after each member has had a copy of the proposed budget for thirty (30) days.

Section 2. After the budget has been adopted, the amount of the budget shall be assessed to the members in equal shares. On or before January 1 of the ensuing year, or at such other time as the Board may select, each member shall be obligated to pay to the Board, or as it may direct, all of the assessment made pursuant to this Section. On or before March 1 of each calendar year, the Board shall supply to all members an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each member.

Section 3. The failure or delay of the Board to prepare or serve the annual or adjusted budget on the members shall not constitute a waiver or release in any

manner of such member's obligation to pay the maintenance costs as provided herein, whenever the same shall be determined.

Section 4. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures and itemizing the maintenance and repair expenses and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any member or any representative of a member duly authorized in writing or any mortgagee having a bona fide lien of record against any member, at such reasonable time or times during normal business hours as may be requested by the member. Upon notice to the Secretary-Treasurer, any member shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owners.

Section 5. No member may waive or otherwise escape liability for the assessments provided herein by abandonment of his member.

#### ARTICLE IV

##### General Provisions

Section 1. Each duplex unit owner shall be obligated to maintain and keep in good order and repair his own duplex unit.

Section 2. Nothing shall be done or kept in any duplex unit owner or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No duplex unit owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

Section 3. Duplex unit owners shall not cause or permit anything to be placed on the outside walls of the Building, without the prior consent of the Board. No outdoor television antenna may be erected or installed if

and after cable television reception to their duplex unit is provided.

Section 4. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted, except at such location and in such form as shall be determined by the Board.

Section 5. No duplex unit owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air conditioning system or plumbing system without the prior written consent of the Board or Manager or Managing Agent.

#### ARTICLE V

##### Amendments

The By-Laws may be amended or modified from time to time upon a vote of three-fourths (3/4) of the members at any meeting called for that purpose.



EXHIBIT "B"

ESTIMATED PROPOSED BUDGET

<u>Item</u>	<u>Estimated Annual Expense</u>	<u>Estimated Monthly Expense</u>
Lawn care and maintenance	\$ _____	\$ _____
Snow removal	\$ _____	\$ _____



98R35115

15.0  
3.0  

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18.0

DOC # \_\_\_\_\_  
CHAMPAIGN COUNTY, ILL

'98 NOV 17 PM 2 42

*Barbara A. Decca*  
RECORDER

Amendments to Covenants, Restrictions,  
and Easements of Lots  
1301, 1302, 1303, 1304, 1305, 1306,  
1307, 1308, 1309, 1310, 1311, 1312,  
1313, and 1314 in  
Robeson Meadows Subdivision No. 3A

Return to:  
Richard L. Thies  
Webber & Thies, P.C.  
202 Lincoln Square  
Urbana, IL 61801

AMENDMENTS TO COVENANTS, RESTRICTIONS, AND EASEMENTS  
OF  
Lots 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308,  
1309, 1310, 1311, 1312, 1313, and 1314  
in  
ROBESON MEADOWS SUBDIVISION NO. 3A

Pursuant to paragraph 7, of Covenants, Restrictions, and Easements dated March 15, 1988 and recorded March 25, 1988 in book 1572 at page 474 as document 88R05087 in the Recorders Office of Champaign County, Illinois, and at the annual meeting of Heathwood Court Homeowner's Association November 1, 1998, the following amendments to said Covenants, Restrictions and Easements were adopted by the unanimous vote either in person or by proxy of each of the owners of the lots designated above and contained in the Robeson Meadows Subdivision No. 3A and said Covenants, Restrictions and Easements are hereby amended to read as follows:

5. Association and Administration.

d. Meetings: The first annual meeting of the voting members shall be held thirty days after the sale of 75 percent of all lots (lots 1301 - 1314, inclusive), or three (3) years after the recording of these covenants, restrictions, and easements, whichever is earlier. One more than half (8) of the lots must be represented by a voting member, or a duly constituted proxy, in order for a quorum to exist at any annual meeting or special meeting of voting members. Special meetings may be called at any time for the purpose of conducting matters which require the approval of the voting members.

f. Board of Managers:

(i) At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year consisting of five persons. Three members of the Board of Managers shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one year. Vacancies in the Board may be filled by unanimous vote of the remaining members thereof. Except as otherwise provided in this agreement, the Association

shall be managed by the Board of Directors and the Board shall act by a majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held, and conducted in accordance with such regulations as the Board may adopt.

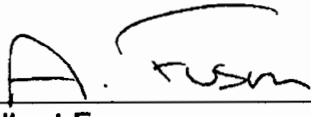
**h. Assessments - Maintenance Fund:**

(i) Each year on or before December 1, or at such other time as the Board may select, the Board shall estimate the total amount necessary to pay the costs of service and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies, and shall notify each owner in writing as of the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners of all lots pro rata. On or before January 1 of the ensuing year, and on or before the first of each and every month of said year, each owner shall be obligated to pay to the Board or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all owners an itemized accounting for the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's pro rata ownership to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's pro rata ownership due in the succeeding six months after rendering of the accounting.


7. Amendment. The provisions of this agreement may be changed, modified, amended, or rescinded by an instrument in writing setting forth such change, modification, amendment, or rescission, signed and acknowledged by not less than 3/4 (three fourths) of the lot owners voting in person or by proxy. The change, modification, amendment, or rescission shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Champaign County, Illinois.

We, the members of the Board, do here certify that we acknowledge receipt of the above changes to the Covenants, Restrictions, and Easements of Robeson Meadows Subdivision 3A, and further certify and acknowledge that said amendments were adopted by the Board and by the unanimous vote of each of the owners of said lots.

  
Ivan W. Davis

  
Albert Fuson

  
Shirley H. Merryman

  
Ralph A. Smith

  
Jacquelin White

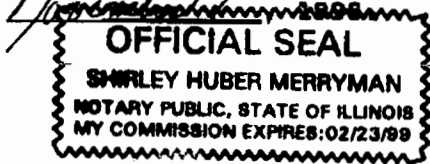
Dated this First day of November, 1998

98R35115

STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that Carroll Lewis and \_\_\_\_\_, personally known to me to be the same persons whose names appear subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, 1998.

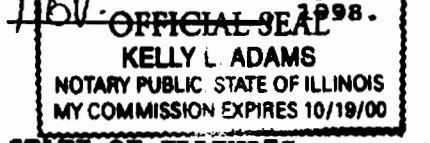


Shirley Huber Merryman  
Notary Public

STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that Shirley Huber Merryman and \_\_\_\_\_, personally known to me to be the same persons whose names appear subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, 1998.



Kelly L. Adams  
Notary Public

STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that Jacqueline A. White and \_\_\_\_\_, personally known to me to be the same persons whose names appear subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, 1998.



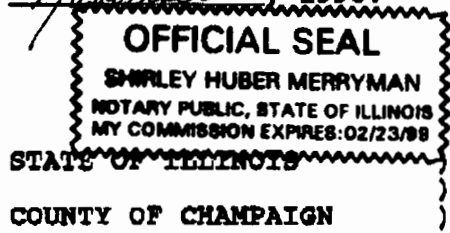
Shirley Huber Merryman  
Notary Public

98R35115

STATE OF ILLINOIS )  
 )  
COUNTY OF CHAMPAIGN ) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that Albert Brown and \_\_\_\_\_, personally known to me to be the same persons whose names appear subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, 1998.

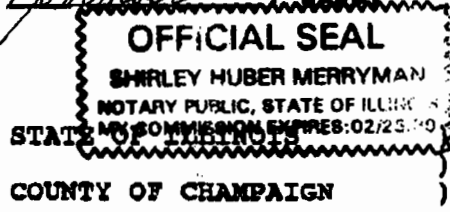


Shirley Huber Merryman  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF CHAMPAIGN ) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that Ralph A. Smith and \_\_\_\_\_, personally known to me to be the same persons whose names appear subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, 1998.



Shirley Huber Merryman  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF CHAMPAIGN ) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the same persons whose names appear subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

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

A F F I D A V I T

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )

Ivan W. Davis, having been first duly sworn, deposes on oath and says as follows:

1. He is the President of Heathwood Court Homeowner's Association an Association of the owners of Lots 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, and 1314 in Robeson Meadows Subdivision No. 3A in Champaign County, Illinois. As such he is an officer of the Board of said Association.

2. He certifies that on the 5th day of November, 1998 he caused to be mailed by certified mail addressed to each mortgagee having bonafide liens of record against any duplex units in said subdivision a copy of the Amendments to Covenants, Restrictions, and Easements attached hereto.

Further affiant saith not.

Dated this 17<sup>th</sup> day of November, 1998.

Ivan W. Davis  
Ivan W. Davis

SUBSCRIBED AND SWORN TO before me this 17<sup>th</sup> day of November, 1998.

Susan Knuth  
Notary Public





9

2000R15432

RECORDED ON

07-11-2000 2:30:32

CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

REC. FEE: 20.00  
REV FEE:  
PAGES: 9  
PLAT ACT: 0


AMENDMENTS TO COVENANTS, RESTRICTIONS AND EASEMENTS  
TYPE OF DOCUMENT

Return to:  
Prepared by:  
David C. Thies  
Webber & Thies, P.C.  
202 Lincoln Square  
Urbana, IL 61801

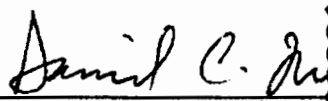
**AMENDMENT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF LOTS  
1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313 AND 1314  
IN ROBESON MEADOWS SUBDIVISION NO. 3A**

Ivan W. Davis, Jr. hereby states that he is the President of the Heathwood Court Homeowners Association. In such capacity, he hereby states that attached hereto and dated July 9, 2000 is a statement of action taken by in excess of 75% of owners of the lots stated above. The effect of the said action is to amend the covenants, restrictions and easements dated March 15, 1988 and recorded March 25, 1988 in Book 1572 at Page 474 as document 88R05087, as amended by document dated November 1, 1998 and recorded November 17, 1998 as document 98R35115, each recorded in the office of the Recorder of Deeds of Champaign County, Illinois. This action was taken pursuant to paragraph seven of the said covenants, restrictions and easements as amended.

Dated this 10 day of July, 2000.

  
Ivan W. Davis, Jr., President  
Heathwood Court Homeowners Association

Subscribed and Sworn to by me  
this 10 day of July, 2000.

  
Notary Public



PREPARED BY:  
DAVID C. THIES  
WEBBER & THIES, P.C.  
202 LINCOLN SQUARE  
URBANA, IL 61801

## HEATHWOOD COURT HOMEOWNERS ASSOCIATION

July 9, 2000

At a special meeting of the Heathwood Court Homeowners Association duly called for the specific purpose of amending the Covenants, Restrictions, and Easements, the following addition was approved by the owners whose signatures or proxies are part of this document:

Section 6. Heathwood Court was established with the expectation that home owners would be the sole occupants of their dwellings. Unit owner(s) shall not lease the unit or any part thereof.


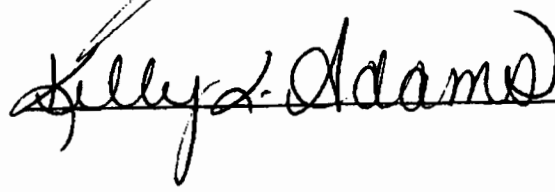
Owners	Address
<u>Mimi Cozad Neqren</u>	2901
<u>Shirley H. Maryman</u>	2902
<u>Juan M. Lopez Jr. Nancy L. Davis</u>	2903
<u>Ernest C. Keller, by</u> <u>Juan M. Lopez Jr. pursuant to Proxy</u>	2904
<u>Ron C. Guenther, by</u> <u>Juan M. Lopez Jr. pursuant to Proxy</u>	2905
<u>Donald R. Doney</u> <u>Maria Doney</u>	2906
<u>Albert D. Swan, by</u> <u>Juan M. Lopez Jr. pursuant to Proxy</u>	2907
<u>Alvin Swan</u>	2908
<u>Ben A. Van L.</u>	2909
<u>John &amp; Kelly Adams by</u> <u>Juan M. Lopez Jr. pursuant to Proxy</u>	2910
<u>[Signature]</u>	2911
<u>Paul &amp; Katherine Magelli by</u> <u>Juan M. Lopez Jr. pursuant to Proxy</u>	2912
<u>_____</u>	2913
<u>_____</u>	2914

**PROXY**

**HEATHWOOD COURT HOMEOWNERS ASSOCIATION**

The undersigned hereby appoint Ivan WS. Davis, Jr., Shirley Merryman, or \_\_\_\_\_, proxy of the undersigned with power of substitution, who may act at the Special Meeting of Heathwood Court Homeowners Association to be held on Sunday, July 9, 2000 and any adjournments thereof with respect to all items to which the undersigned would be entitled to vote, as fully as the undersigned could vote if personally present. This Proxy may be revoked by the execution of a Proxy bearing a subsequent date, or by written notice to the president, or by the presence of the homeowners(s) at the meeting as to any proposition upon which the undersigned votes in person.

WITNESS my (our) signature(s) this 8 day of July, 2000.

  
\_\_\_\_\_  
  
\_\_\_\_\_

**PROXY**

**HEATHWOOD COURT HOMEOWNERS ASSOCIATION**

The undersigned hereby appoint Ivan WS. Davis, Jr., Shirley Merryman, or \_\_\_\_\_, proxy of the undersigned with power of substitution, who may act at the Special Meeting of Heathwood Court Homeowners Association to be held on Sunday, July 9, 2000 and any adjournments thereof with respect to all items to which the undersigned would be entitled to vote, as fully as the undersigned could vote if personally present. This Proxy may be revoked by the execution of a Proxy bearing a subsequent date, or by written notice to the president, or by the presence of the homeowners(s) at the meeting as to any proposition upon which the undersigned votes in person.

WITNESS my (our) signature(s) this 8 day of July, 2000.

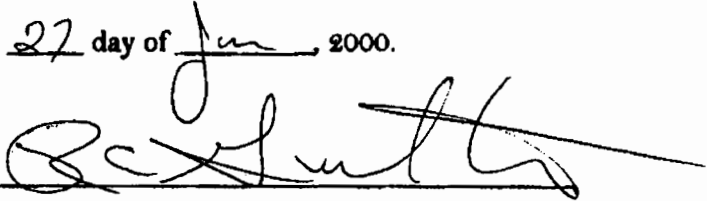
*Ivan C Keller*  
\_\_\_\_\_  
\_\_\_\_\_

**PROXY**

**HEATHWOOD COURT HOMEOWNERS ASSOCIATION**

The undersigned hereby appoint Ivan WS. Davis, Jr., Shirley Merryman, or  
\_\_\_\_\_ proxy of the undersigned with power of substitution, who  
may act at the Special Meeting of Heathwood Court Homeowners Association to be  
held on Sunday, July 9, 2000 and any adjournments thereof with respect to all items to  
which the undersigned would be entitled to vote, as fully as the undersigned could vote  
if personally present. This Proxy may be revoked by the execution of a Proxy bearing a  
subsequent date, or by written notice to the president, or by the presence of the  
homeowners(s) at the meeting as to any proposition upon which the undersigned votes  
in person.

WITNESS my (our) signature(s) this 27 day of Jan, 2000.

  
\_\_\_\_\_

7907

00R15432

**PROXY**

**HEATHWOOD COURT HOMEOWNERS ASSOCIATION**

The undersigned hereby appoint Ivan WS. Davis, Jr., Shirley Merryman, or \_\_\_\_\_, proxy of the undersigned with power of substitution, who may act at the Special Meeting of Heathwood Court Homeowners Association to be held on Sunday, July 9, 2000 and any adjournments thereof with respect to all items to which the undersigned would be entitled to vote, as fully as the undersigned could vote if personally present. This Proxy may be revoked by the execution of a Proxy bearing a subsequent date, or by written notice to the president, or by the presence of the homeowners(s) at the meeting as to any proposition upon which the undersigned votes in person.

WITNESS my (our) signature(s) this 26 day of June, 2000.

\_\_\_\_\_  
A. Fison  
\_\_\_\_\_

**PROXY**

**HEATHWOOD COURT HOMEOWNERS ASSOCIATION**

The undersigned hereby appoint Ivan WS. Davis, Jr., Shirley Merryman, or \_\_\_\_\_, proxy of the undersigned with power of substitution, who may act at the Special Meeting of Heathwood Court Homeowners Association to be held on Sunday, July 9, 2000 and any adjournments thereof with respect to all items to which the undersigned would be entitled to vote, as fully as the undersigned could vote if personally present. This Proxy may be revoked by the execution of a Proxy bearing a subsequent date, or by written notice to the president, or by the presence of the homeowners(s) at the meeting as to any proposition upon which the undersigned votes in person.

WITNESS my (our) signature(s) this 8 day of July, 2000.

Paul J. Mezzetti  
Kenneth J. Meyer

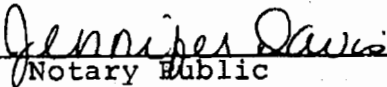


**Certificate of Mailing**

I certify that on June 26, 2000 I delivered to each mail box or mailed by United States mail the Notice of Special Meeting of the Heathwood Court Homeowners Association to be held on Sunday, July 9, 2000 to all owners of residences on Heathwood Court.

  
Ivan W. Davis, Jr.

Subscribed and Sworn to before me  
this 10th day of July, 2000.

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



After recording please return to:  
Ivan W. Davis, Jr.  
2903 Heathwood Court  
Champaign, IL 61821