ROBESON MEADOWS

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SUBDIVISION NO. 3A

OWNERS CERTIFICATE AND DEDICATION WITH RESTRICTIVE COVENANTS Robeson Meadows Subdivision No. 3A Champaign, Illinois

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STATE OF ILLINOIS ) COUNTY OF CHAMPAIGN)

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### 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, 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:

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#### DEFINITIONS

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

2.1 <u>Accessory Building</u>: 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 <u>Building Area</u>: That portion of a building site within which the construction and maintenance of main buildings is permitted.

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

2.4 <u>Dwelling Unit</u>: 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 <u>Ground Floor Area</u>: That portion of a dwelling which is built over a basement or foundations but not over any other portion of the building.

2.6 <u>Commons Area Easement</u>: 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 <u>Single Family</u>: 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 <u>Allowable Structure</u>: 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 <u>Architectural Committee</u>: 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) <u>Approval by Committee</u>: 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) <u>Powers and Duties of Committee</u>: 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) <u>Failure of Committee to Act</u>: 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 <u>Minimum Size</u>: 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 then 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 <u>Dwelling per Building Site</u>: Only one (1) dwelling structure shall be constructed per building site:

3.6 <u>Easements</u>: 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 <u>Percentage of Lot Coverage</u>: 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 <u>Permissible Building</u>:

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.

<u>Building Characteristics</u> - 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.

<u>Site development</u> - 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.

<u>Fences</u> - 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 <u>Non-Occupancy and Diligence During Construction</u>: 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 <u>Temporary Structures and Satellite Dish</u>: 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 <u>Signs</u>: 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 <u>Qil and Mining Operation</u>: 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 <u>Livestock and Poultry</u>: 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 <u>Garbage and Refuse Disposal</u>: 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 <u>Storage</u>: 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 <u>Street Sight Line Obstruction</u>: 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 <u>Off-Street Parking</u>: 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 <u>Nuisances</u>: 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 <u>Yard Lights</u>: 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 commons area 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 <u>Zero Lot Line Lots</u>: 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 Subparagraph 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 <u>The Wall Street Journal</u> 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 expanses 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.

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All decisions shall, therefore, be by majority vote of such persons an 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.

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

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(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 <u>Commons Area Easement</u>: 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 <u>Waiver</u>: 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 <u>Waiver of Restrictions</u>: 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 <u>Enforcement</u>: 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 <u>Construction</u>: 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 Stall Father YP-TO

Attest: Attest: Trust Secur Effes Officer NIX - PRESENT + CASHIER Prepared by A

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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 <u>DRACEY & HATFIELD</u>, personally known to me to be the <u>Vec Resident v HatField</u>, of Commercial Bank of Champaign, a corporation, and <u>David & WHATE</u>, of <u>THE Connectors Bank of Champaign</u>, 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 severely 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  $14^{14}$  day of September , 1987.

"OFFICIAL SEAL" Colleen R. Pihl Notary Public, State of Illinois My Cammession Expires 7/17/88

19月1日、19月1日には、19月1日に、19月1日日に、19月1日日に、19月1日日に、19月1日日に、19月1日日に、19月1日日に、19月1日日に、1

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Coller R. Pint Notary Public

My Commission Expires 7/17/48.

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:

#### 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:

R1 OF THE SOUTHWEST 1/4 OF SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M., R2 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 MEADONS SUBDIVISION NO. 1, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S. 88°47'49" E., ALONG THE SOUTH LINE OF SAID ROBESON MEADONS 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 CURVERSE 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 MEADONS SUBDIVISION NO. 1, 423.45 FEET, TO THE SOUTHEAST CORNER OF ROBESON MEADONS SUBDIVISION NO. 2; THENCE S. 88°47'49" E., ALONG THE SOUTH LINE OF SAID ROBESON MEADONS SUBDIVISION NO. 2; 152.83 FEET TO A POINT OF CURVATURE; THENCE S. 40'34'43" W., 20.69 FEET; THENCE S. 49'25'17" E., 60.00 FEET; A DISTANCE OF THE RIGHT, CONVEX TO THE NORTH WITH A RADIUS OF FEIT, A DISTANCE OF THE RIGHT, CONVEX TO THE NORTH WITH A RADIUS OF FEIT; THENCE N. 40'34'43" E., 14.95 FEET; THENCE S. 43'47'49" E., 226.07 FEET TO A POINT OF CURVATURE; THENCE S. 43'47'49" E., 226.07 FEET TO A POINT OF CURVATURE; THENCE S. 43'47'49" E., 226.07 FEET TO A POINT OF CURVATURE; THENCE S. 43'47'49" E., 226.07 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 S. 43'47'49" E., 226.07 FEET; THENCE N. 40'34'43" E., 14.95 FEET; THENCE S. 43'47'49" E., 226.07 FEET; THENCE N. 60'34'43" E., 10.00 FEET; THENCE N. 44'43'23" W., 60.00 FEET; THENCE N. 35'39'07" W., 50.00 FEET; THENCE N. 46'55'12" E., 48.99 FEET; THENCE N. 01'12'11" E., 10.00 FEET; THENCE N. 44'5'5'12" E., 48.99 FEET; THENCE N. 01'12'11" E., 10.00 FEET; THENCE N. 44'55' OF THE CITY OF CHAMPAIGN.

Permanent Tax Numbers: 03-20-22-300-0035 DATED THIS 2nd day of Leptember), 1987.

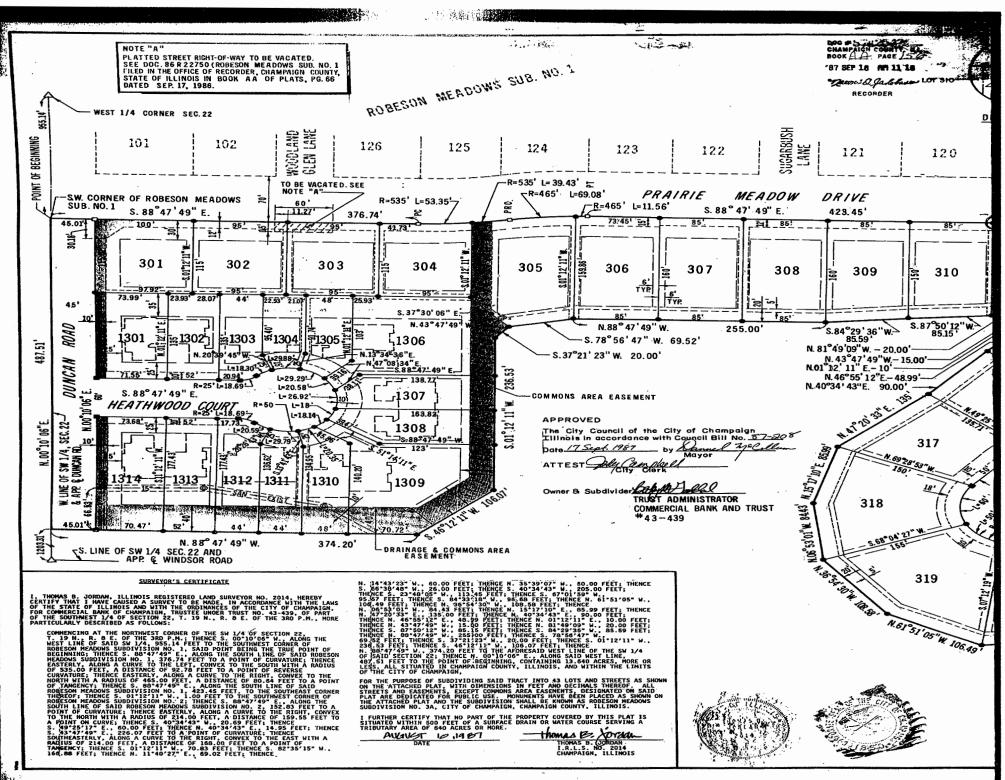
CHAMPAIGN COUNTY, ILLINGIS, County Clerk

87R25430 DOC # \_\_\_\_ CHAMPAICH COUNTY, ILL BOOK AA PAGE 156 '87 SEP 18 AM 11 10 narrill Jabbero RECORDER

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DOC # 87R25430 CHAMPAIGN COUNTY, ILL BOOK AA \_ PAGE 56 '87 SEP 18 AM 11 10 nemil Jabbar RECORDER Roberon Meadows Dub #36 Q-17-87 Date Instrument Description  $S_{4}^{9}$ 22-19-8 issure Return to: 8300 5 200 8500



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