

ORDINANCE NO. 8687-93

AN ORDINANCE APPROVING FINAL PLAT

WHEREAS, the Preliminary and Final Plat of Eagle Ridge, Phase I Subdivision is in compliance with the pertinent ordinances of the City of Urbana, Illinois, and

WHEREAS, the Urbana Plan Commission and the Urbana City Council previously approved an annexation agreement pertaining to the real estate and therein approved the general plan of Eagle Ridge, Phase I Subdivision set forth therein, and

WHEREAS, in Plan Case #1255-S-87, the Urbana Plan Commission has recommended approval of the final plat herein presented,

BE IT ORDAINED BY THE CITY COUNCIL OF URBANA, ILLINOIS, that:

Section 1. The final subdivision plat of Eagle Ridge, Phase I Subdivision, as filed herein is approved as platted, subject to the City Engineer approving the engineering plans pertaining to the subdivision plat.

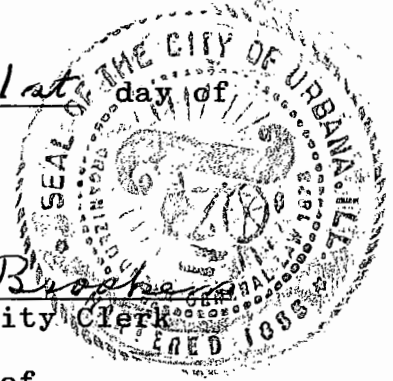
Section 2. That the City Clerk is directed, however, to not affix her signature to the said Final Plat herein approved unless and until the City Council shall first approve a subdivision bond in the amount determined to be necessary by the City Engineer and all other appropriate documentation has been filed with the City Clerk, or the necessary public improvements have been installed and approved by the City Engineer.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of

the Members of the Council of the City of Urbana, Illinois,
at a regular meeting of said Council on the 1st day of
June, 1987.

PASSED by the City Council this 1st day of
June, 1987.

Ruth S. Brookens
Ruth S. Brookens, City Clerk



APPROVED by the Mayor this 8th day of
June, 1987

Jeffrey T. Markland
Jeffrey T. Markland, Mayor



EAGLE RIDGE OF URBANA - PHASE I
Champaign County, Illinois

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EAGLE RIDGE OF URBANA - PHASE I
A Subdivision in Champaign County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

First Busey Trust & Investment Co., as Trustee under Trust Agreement dated March 9, 1981, and known as Trust No. 1-915, and Walter H. Cunningham, Jr., and Ellen Cunningham, as the record and legal owners of certain real estate, make this certificate as to such real estate described as follows:

A part of the South Half of the South Half of the Northeast Quarter and a part of the North Half of the North Half of the Southeast Quarter of Section 21, Township 19 North, Range 9 East, of the Third Principal Meridian, Urbana, Champaign County, Illinois, more particularly described as follows:

Beginning at an iron pipe survey monument set at the Southwest corner of the North Half of the North Half of the Southeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, Urbana, Champaign County, Illinois; thence, North 00 Degrees (°) 50 Minutes (') 04 Seconds (") West on a bearing as referenced from a Subdivision Plat of Southgate Shopping Center, Urbana, Illinois as recorded in Plat Book "Z" at page 176 in the records of the Champaign County Recorder, along the West line of the Southeast Quarter of said Section 21, a distance of 518.87 feet to an iron pipe survey monument set on the centerline of Mumford Drive, said point also being the Southwest corner of said Southgate Shopping Center Subdivision; thence, North 89° 39' 00" East along the centerline of said Mumford Drive, said line also being the South line of said Southgate Shopping Center Subdivision, a distance

of 522.28 feet to an iron pipe survey monument set; thence, North $00^{\circ} 43' 03''$ West along the East line of said Southgate Shopping Center Subdivision, a distance of 217.63 feet to an iron pipe survey monument set; thence North $89^{\circ} 45' 01''$ East along the South line of said Southgate Shopping Center Subdivision, a distance of 75.00 feet to an iron pipe survey monument found; thence, North $00^{\circ} 49' 29''$ West along the East line of said Southgate Shopping Center Subdivision, a distance of 416.04 feet to an iron pipe survey monument found; thence, South $89^{\circ} 39' 51''$ West along the North line of said Southgate Shopping Center Subdivision, a distance of 203.97 feet to an iron pipe survey monument found, said monument also being the Southeast corner of Brook's First Subdivision as recorded in Book "X" at page 73 of the records of the Champaign County Recorder; thence, North $00^{\circ} 53' 40''$ West along the East line of said Brook's First Subdivision, a distance of 174.73 feet to an iron pipe survey monument found; thence, North $89^{\circ} 43' 12''$ East along the North line of South Half of the South Half of the Northeast Quarter of said Section 21, a distance of 906.06 feet to an iron pipe survey monument set; thence, South $0^{\circ} 49' 29''$ East parallel with the East line of said Southgate Shopping Center Subdivision, a distance of 632.44 feet to an iron pipe survey monument set; thence, North $89^{\circ} 43' 44''$ East, a distance of 18.84 feet to a concrete survey monument set; thence, S $00^{\circ} 23' 06''$ West, a distance of 60.00 feet to a concrete survey monument set; thence, South $00^{\circ} 50' 04''$ East parallel with the West line of the Southeast Quarter of said Section 21, a distance of 315.00 feet to an iron pipe survey monument set; thence, North $87^{\circ} 50' 37''$ East, a distance of 50.00 feet to an iron pipe survey monument set; thence, South $00^{\circ} 50' 04''$ East, parallel with the West line of the Southeast Quarter of said Section 21, a distance of 130.34 feet to an iron pipe survey monument set; thence, North $87^{\circ} 50' 37''$ East, a distance of 1.74 feet to an iron pipe survey monument set; thence, South $00^{\circ} 50' 04''$ East, parallel with the West line of the Southeast Quarter of said Section 21, a distance of 185.91 feet to an iron pipe survey monument set on the

South line of the North half of the North Half of the Southeast Quarter of said Section 21; thence, South 89° 38' 49" West, along the South line of the North Half of the North Half of the Southeast Quarter of said Section 21, a distance of 1364.78 feet to the point of beginning all as shown on the accompanying Plat of Survey, said tract containing 30.31 acres more or less all situated in Champaign County, Illinois.

AND ALSO (OUTLOT A)

Beginning at the Southeast corner of the North Half of the North Half of the Southeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, Urbana, Champaign County, Illinois; thence, South 89 Degrees (°) 38 Minutes (') 49 Seconds (") West on a bearing as referenced from a Subdivision Plat of Southgate Shopping Center, Urbana, Illinois as prepared by Charles S. Danner, Registered Illinois Land Surveyor, No. 1470 and recorded in Book "Z" on page 176 in the records of the Champaign County Recorder, along the South line of the North Half of the North Half of the Southeast Quarter of said Section 21, distance of 565.78 feet to an iron pipe survey monument set; thence, North 00° 58' 47" West parallel with the East line of the North Half of the North Half of Southeast Quarter of said Section 21, a distance of 90.00 feet to an iron pipe survey monument set; thence, Northeasterly along a circular curve concave to the Northwest said circular curve having a radius of 605.00 feet, an arc distance of 641.16 feet, a chord bearing of North 46° 30' 01" East, and a chord length of 611.57 feet to an iron pipe survey monument set; thence, North 89° 39' 39" East, a distance or 115.00 feet to an iron pipe survey monument set on the East line of the North Half of the North Half of the Southeast Quarter of said Section 21; thence, South 00° 58' 47" East along the East line of the North Half of the North Half of the Southeast Quarter of said Section 21, a distance of 508.23 feet to the point of beginning all as shown on the accompanying Plat of Survey said Outlot "A" containing 3.65 acres more or less all situated in Champaign County, Illinois.

First Busey Trust & Investment Co., as Trustee under the provisions of a Trust Agreement dated March 9, 1981, and known as Trust No. 1-915 joins in this Owner's Certificate as the owner of the real estate described on the attached Plat as Lot 1, the easement for storm sewer purposes and ingress and egress to Out Lot A, and Out Lot A (the proposed detention basin), and Walter H. Cunnington, Jr., and Ellen Cunnington join in this Owner's Certificate as the owners of the real estate described on the attached Plat as Lot 2 through Lot 50. The two parties are hereinafter referred to as "Owner".

Owner states that the same was caused to be surveyed and platted by Thomas B. Berns, a Registered Illinois Land Surveyor, Number 2006, and the undersigned Owner does hereby adopt, ratify and confirm the plat prepared by said Surveyor and named EAGLE RIDGE OF URBANA - PHASE I, Champaign County, Illinois, and the undersigned Owner does hereby dedicate the tracts marked "Court", "Circle", "Drive", or "Road", and that part set aside as Easements to the public, for the public use, and the undersigned Owner does dedicate for public use sidewalks located in the Commons Areas, and all of the utilities such as storm sewers, the sump pump outlet lines, the storm water detention area facility, and sanitary sewers to the public for public use forever.

Each of said lots in said Subdivision on which there appears a designation for a "Public Utility/Drainage Easement" is subject to a permanent easement for the width shown on the Plat for the installation and maintenance of gas, telephone and power lines, water lines and sewer lines, storm water drainage, and any other utilities which may be needed for the benefit of any or all of the lots in said Subdivision.

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

GENERAL

EAGLE RIDGE OF URBANA - PHASE I includes three types of property. Lot 1 has been designated as a "commercial" area.

Lot 1 will be developed in accordance with the restrictions contained in a certain Annexation Agreement dated the _____ day of May, 1987, by and between the City of Urbana, Illinois, and Busey Bank, as Trustee under a Trust Agreement dated March 9, 1981, and known as Trust No. 1-915, and in accordance with the existing requirements of the City of Urbana ordinances and rules and regulations. Lot 1 is not subject to the covenants and restrictions which follow.

Lot 2 through Lot 14 as reflected on the attached Plat are to be developed as condominiums, consisting of two or more condominium units on each of the aforesaid Lots. Each Owner and Developer of said Lots shall have the right and authority to file a declaration of condominium with respect to each Lot. As a part of that process, each Owner and Developer shall have the right to create a governing entity for the enforcement of restrictions and covenants required in connection with condominium ownership. Such regulating entity shall have the right to impose additional covenants and restrictions and shall have the right to establish procedures for the operation of the condominium site, subject to those restrictions and covenants contained herein which specifically apply to Lot 2 through Lot 14.

Lots 15 through 50 shall be developed for single family detached dwellings only and the covenants and restrictions contained herein shall apply specifically to those Lots, where indicated.

The Annexation Agreement dated May _____, 1987, between the City of Urbana, Illinois, and Busey Bank, as Trustee under the provisions of a Trust Agreement dated March 9, 1981, and known as Trust No. 1-915 is attached hereto and incorporated by reference, and shall control when in conflict with the Owner's Certificate and Covenants; provided that, the provisions of the Annexation Agreement shall be enforced only by the City of Urbana.

DEFINITIONS

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

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

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

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

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

Condominium Unit: A portion of a building situated on Lots 2 through 14 which has been designated as a unit in the "Declaration of Condominium Document" filed by the Owner - Developer in accordance with Illinois law. Each "unit" shall be occupied and used exclusively for a residence by a single family.

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

Detention Basin Area: That area which has been designated by the Developer as a site for a detention basin and which will be designated as the "detention basin area" for use by residents of the Subdivision as a Commons area, with no construction on said site other than a detention basin for the entire EAGLE RIDGE OF URBANA SUBDIVISION.

Commons: That part of the platted Subdivision which is not contained within a lot, as designated on the plat, and which is designated for use by the residents of the Subdivision and all of Out Lot A.

AREA OF APPLICATION

The following covenants, in their entirety, shall apply to Lots 2 through 50 inclusive, as shown on the plat of said subdivision (Phase I), except where it is specifically indicated that the covenants do not apply to a specific lot.

COVENANTS

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, a private garage for not more than three (3) cars, and other accessory buildings incidental to residential use.

The foregoing Covenant shall not apply to Lots 2 through 14. With respect to Lots 2 through 14, a structure may be erected, altered, placed, or permitted to remain on any building site on Lots 2 through 14; provided that, the structure complies with the Illinois Condominium Act, and the property is being declared a condominium in accordance with the Illinois Condominium Act and each structure so erected shall contain not more than the number of condominium units on each building site authorized by the Architectural Committee, and in no event more than an aggregate of 60 condominium units on Lots 2 through 14. A written statement from the Architectural Control Committee as to the number of condominium units that may be constructed on a lot or lots shall control.

2. Architectural Control:

a. Committee Membership: The Architectural Control Committee is composed of:

Walter H. Cunnington, Jr.
Ellen Cunnington

Either member of the committee may complete the report of the committee. In the event of the death or resignation of either member of the committee, the remaining member shall have full authority to designate a successor. The committee shall continue to serve until such time as construction has been completed on each lot in the platted Subdivision which is subject to these covenants. Upon completion of construction of the improvements on the final lot, or at such other time as the designated committee selects, the EAGLE RIDGE Homeowner's Association shall have the responsibility of designating the members of the Architectural Committee.

b. Powers: It is the purpose of Architectural Control to promote the residential development of EAGLE

RIDGE OF URBANA, Champaign County, Illinois, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

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

(1) Building Plats, etc.: No building, dwelling, fence or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan of the building site shall have been submitted to and approved by the Architectural Control Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Control Committee.

(2) Approval by Architectural Control Committee: The Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the Committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has

been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

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

(4) Waiver of Liability: The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.

(5) Constructive Evidence of Action by Architectural Committee: Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such Subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Committee and such

certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

(6) Fences: All fences, whether of organic or inorganic materials, shall be approved by the Architectural Committee with respect to location, size, shape and appearance.

3. Minimum Dwelling - Quality and Size: It is the intent and purpose of these covenants to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. For single family dwellings, the ground floor area above surrounding grade or the main structure, exclusive of open porches and garage, shall be not less than 1,800 square feet, for a dwelling of less than two stories; in the event the main structure is a two-story dwelling, the ground floor area, exclusive of open porches and garage, shall be not less than 1,200 square feet, and the total required floor area shall not be less than 2,100 square feet, exclusive of open porches and garage.

This Covenant (Number 3) shall not apply to Lots 2 through 14.

4. Building Location: No building shall be located on any lot nearer than twenty-five (25) feet to the front street right-of-way or nearer than twenty-five (25) feet to the rear lot line; no part of a dwelling shall be located nearer to a side lot line than ten (10) feet unless a different distance is set forth on the recorded plat. With respect to all lots, no structures or fences shall be erected in the front set back lines.

Where a building site consists of more than one lot, the above provisions shall be applicable to the boundary lines of a building site rather than the platted lot lines. Accordingly, the Architectural Committee shall have the power to increase the side yard requirements to a minimum of fifteen percent (15%) of the width of the building site consists of more than one lot; this power is in addition to the power of the Architectural Committee set forth in Paragraph 2, Subparagraph (b) above.

5. Dwellings per Building Site: Only one dwelling structure shall be constructed per building site (except

with respect to Lots 2 through 14); no replatting or subdividing of these lots shall be permitted, the effect of which would be to reduce the area of width below ninety percent (90%) of the area and width as platted.

6. Easements: Easements for installation and maintenance of underground utilities and drainage facilities are reserved as noted on the recorded plat and also upon the front ten (10) feet of all lots. No building or outside facility within the Subdivision shall be supplied with utility service lines above the surface of the ground. Each lot owner shall grant a written easement for such underground service upon request of the interested utility. No structures, walls, fences, plantings, or any materials shall be placed, planted, or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation, or maintenance of the utilities. All utilities serving this subdivision and all connections made thereto shall be located beneath the surface of the ground, excepting therefrom transformer installations and service pedestals. Required above ground appurtenances to the underground utility system shall be located within six (6) feet of the side lot lines.

7. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings and the additional area enclosed by a fence, the nature of which obstructs view through it, shall not cover a total of more than thirty percent (30%) of the building site, except with the prior express written approval of the Architectural Committee. This covenant (Number 7) shall not apply to Lots 2 through 14.

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

9. Non-Occupancy and Diligence during Construction:

The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted. No partial construction shall be suspended for more than twenty (20) working days. In all events, construction shall be completed within nine (9) months following commencement of construction.

10. Maintenance of Lot Site during Construction:

During the course of construction all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place, of debris, upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the Subdivision at all times.

During construction, existing field tile shall not be obstructed, and if required, shall be rerouted during construction, and repaired as required.

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

12. Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the building during construction which are attached to the building, or signs of the Developer.

13. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any

lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or nature gas shall be erected, maintained, or permitted upon any lot.

No person, firm, or corporation shall strip, excavate, or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

14. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

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

16. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected.

17. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines extended. Further, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from either side of a driveway and a point on the

edge of the driveway towards the building fifteen (15) feet from the street right-of-way.

18. Sewerage and Water Systems: A sanitary sewer system has been installed in the subdivision and, therefore, no individual sewage disposal system shall be installed or maintained on any lot. A water system has been installed in the Subdivision and, therefore, no individual well shall be installed or maintained on any lot.

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

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

21. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; weeds on vacant lots shall be cut when twelve (12) inches high. If the lot owner fails to do so, the Architectural Committee may cause weeds to be cut and a lien may be filed against the property for week mowing, not to exceed \$50.00 per cutting. Lot owners shall endeavor to keep lots clean of debris and waste materials so as to preserve a neat appearance in the Subdivision.

22. Waiver: The failure of the Architectural Control Committee, any building site owner or the present owner of said Subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall

in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation lien or charge.

23. Term: Except as provided in Paragraph 26, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a person or persons then owning a majority of the platted lots in EAGLE RIDGE OF URBANA, Champaign County, Illinois, has been recorded, agreeing to change said covenants in whole or in part. The duty of the Homeowner's Association to maintain the entrance lights, gates, sign, and detention basin landscaping may not be changed, and the duty of the Homeowner's Association in this regard is perpetual.

24. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Homeowner's Association shall also have the power to seek appropriate remedy for the enforcement of these covenants. In the event enforcement is required, the party violating the covenants shall be liable to the Homeowner's Association for the cost of reasonable attorney's fees.

25. Authority to Release Rights: The owners of legal sites in EAGLE RIDGE OF URBANA, Champaign County, Illinois, shall have the authority at any time to release all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area and upon the recording of such waiver of release in the Recorder's Office of Champaign County, Illinois, such restrictions, conditions, covenants, reservations, liens, or charges shall no longer be required under the provisions herein set forth.

26. Homeowner's Association: It is understood that all lot owners and condominium unit owners shall be members of the EAGLE RIDGE Homeowner's Association, a not-for-profit corporation organized under the laws of the State of Illinois. All lot owners and condominium unit owners agree to accept membership in said association and to abide and be bound by the reasonable rules and regulations of said association and to maintain membership therein so long as such lot ownership or condominium unit ownership is retained. Each owner-member shall be subject to assessment

for annual dues to the association not to exceed \$50.00 unless a larger amount is approved by the owners of eighty percent (80%) of the owners of the lots and condominium units. The Owner's Certificate for Phases II and III of EAGLE RIDGE OF URBANA shall provide that all lot owners shall be members of the EAGLE RIDGE Homeowner's Association.

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

- (a) Authority to enforce these covenants.
- (b) Authority to levy dues assessments.
- (c) Authority to maintain walkways (except as dedicated above), the detention basin area, the entrance gates, any Commons area, and the lights at the main entrance and the gates.

The EAGLE RIDGE Homeowner's Association, a not-for-profit corporation organized under the laws of the State of Illinois, shall be formed concurrently with the recording of this Owner's Certificate and Covenants. The initial number of votes shall equal one vote for each owner of a lot, including Lots 2 through 50, but the voting rights shall be increased upon the development of Lots 2 through 14 in order to provide one vote for each owner of a condominium unit located on Lots 2 through 14. Further, the owners of the real estate which is to be developed as EAGLE RIDGE OF URBANA - PHASE II and EAGLE RIDGE OF URBANA - PHASE III shall be granted 500 votes in the EAGLE RIDGE Homeowner's Association until such time as those owners have conveyed the real estate which represents the proposed Phase II of EAGLE RIDGE OF URBANA and the proposed Phase III of EAGLE RIDGE OF URBANA to a developer. Upon conveyance of such real estate, the owners of said real estate shall no longer retain any voting power in the EAGLE RIDGE Homeowner's Association. The owners of the real estate which is proposed to be developed as Phases II and III shall not be subject to dues or assessments. In addition, the owners of such real estate may vote their 500 votes by written proxy, but in order for the written proxy to be effective, it must be a proxy designating the vote with respect to a specific issue. A general proxy shall not be effective.

27. Detention Basin Area: The Developer of EAGLE RIDGE OF URBANA has arranged for a detention basin at a point remote from the initial development of Phase I of the Subdivision. The detention basin will service the entire

proposed Subdivision, including Phase I. Such area shall be considered a Commons Area for the purpose of the entire Subdivision.

The entire ownership of the detention basin are will be transferred to the EAGLE RIDGE Homeowner's Association and, in such case, shall be managed and governed by the EAGLE RIDGE Homeowner's Association.

By these Covenants, an easement is created in favor of the City of Urbana, as reflected on the Plat, for the purpose of repairing and maintaining the detention basin area and drainage lines leading to that area.

28. Commons: With respect to all Commons areas, the Homeowner's Association shall have the responsibility of maintaining such areas. The Commons areas shall be available for use by all owners of lots within the Subdivision.

With respect to the detention basin, and upon the platting of Phase II and Phase III, it will be provided that:

(a) Those lot owners whose lots are adjacent to the detention basin area shall be prohibited from placing any obstruction of any kind, including but not limited to fences (as defined above) within thirty (30) feet of the boundary line of the detention basin area.

(b) No permanent structures shall be placed upon the detention basin area, except upon the express approval of the City of Urbana and the owners of eighty percent (80%) of the voting members in the entire Subdivision; or in the event title is transferred to the Urbana Park District, except upon the approval and direction of the Urbana Park District.

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

With respect to Lots 2 through 14, the Architectural Control Committee may provide such other method of illumination as it considers appropriate.

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

The provisions of the City of Urbana Ordinances shall control in all cases.

This Owner's Certificate and Covenants will not apply to Phase II and Phase III until such phases are platted by a Developer.

31. Satellite Dishes, Antennas and Other Equipment: No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently.

32. Access Control: Except for Lots 2 and 45, there will be no access rights to Mumford Drive.

33. Annexation Agreement: The provisions of the Annexation Agreement, a copy of which is attached and incorporated by reference shall control with respect to the provisions of the Owner's Certificate and Covenants, when in conflict, during the term of the Annexation Agreement. Specific reference is made, not by way of limitation, but by way of illustration, to the provisions of the Annexation Agreement which require that the detention basin area be permanently available for use by EAGLE RIDGE OF URBANA SUBDIVISION, PHASE - I, PHASE II, and PHASE III, and that the Homeowner's Association shall retain the duty to maintain the landscaping of the area, and that there be one Homeowner's Association for the entire EAGLE RIDGE OF URBANA SUBDIVISION including Phases I, II, and III. In addition, it is acknowledged that the grant of easement to the City of Urbana with respect to the storm sewer equipment, the detention basin area, and access to those areas is permanent, and survives the term of the Annexation Agreement.

IN WITNESS WHEREOF, this instrument has been executed by the "Owner" of that tract of real estate included in EAGLE RIDGE OF URBANA - PHASE I, Champaign County, Illinois,

the same being First Busey Trust & Investment Co., as Trustee under Trust Agreement dated March 9, 1981, and known as Trust No. 1-915, as Trustee and not individually, which has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its Trust Officer and attested by its Assistant Trust Officer this 22 day of May, 1987, at Urbana, Illinois.

FIRST BUSEY TRUST & INVESTMENT CO.,
as Trustee as aforesaid and not
individually:

By: John W. Kidwell
Trust Officer

ATTEST:

Susan L. Smith

IN WITNESS WHEREOF, this instrument has been executed by the "Owner" of that tract of real estate included in EAGLE RIDGE OF URBANA - PHASE I, Champaign County, Illinois, the same being Walter H. Cunningham, Jr., and Ellen Cunningham who have signed and sealed this instrument this 22 day of May, 1987, at Urbana, Illinois.

Walter H. Cunningham, Jr. (SEAL)
Walter H. Cunningham, Jr.

Ellen Cunningham (SEAL)
Ellen Cunningham

PREPARED BY:

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