

THE LAKES AT RIVERBEND, PHASE 1B
A RESIDENTIAL SUBDIVISION
IN THE VILLAGE OF MAHOMET, CHAMPAIGN
COUNTY, ILLINOIS
OWNER'S CERTIFICATE AND DEDICATION WITH
PROTECTIVE COVENANTS

MID-AMERICA SAND & GRAVEL CO., (hereinafter "Owner") being the legal owner of the real estate situated in the County of Champaign, State of Illinois as described on Exhibit "A" attached and hereby incorporated by reference and having caused the same to be surveyed by Thomas B. Jordan, Illinois Professional Land Surveyor # 2014 and having subdivided said real estate into lots numbered 123 through 142 inclusive; lots 144 through 150 inclusive, and lots numbered 163 through 171 inclusive in Phase 1B, including streets, sidewalks, commons area easement, and utility easements, all as indicated on the annexed plat bearing the certificate of the said Thomas B. Jordan under date of August 31, 2000, said subdivision to be known as The Lakes at Riverbend, Phase 1B, Village of Mahomet, Champaign County, Illinois. (There is not a Lot 143.)

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

These covenants shall apply in their entirety to all lots in The Lakes at Riverbend, Phase 1B, unless otherwise stated.

1. **Usage and Floor Area:** No lot shall be used except for single family detached housing and related purposes permitted in the applicable portions of the zoning ordinance of the Village of Mahomet, as the same may be in force from time to time. The ground floor area of each dwelling, exclusive of porch and/or enclosed porch, patio, balcony, basement and garage area shall be not less than 1800 square feet; if a two or more story dwelling, the ground floor area shall be not less than 1200 square feet and the total of the dwelling shall not be less than 2200 square feet. No garage shall be occupied as a residence, either temporarily or permanently.
2. **Dwelling Quality:** It is the intent and purpose of this covenant that all dwellings shall be of good quality and workmanship substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. All construction shall be in conformity with all applicable codes and regulations as may be in effect from time to time.

Any building on any building site shall be constructed of new materials of good quality for use in the construction of residences.

Individual dwelling units should be designed to achieve a balanced proportion and scale in the overall massing as well as with individual features or component parts, such as patios, decks, porches, garages, entry porticos and accessory structures. Roof pitches shall be not less than 6 in 12.

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 of bright blue, red, or yellow are prohibited, but white is permitted.

All exterior construction materials shall include by way of description, but not as a limitation, wood, brick or stone. Vinyl or aluminum siding may be used, provided that a minimum 50% of siding area on front and back is brick or stone. Notwithstanding the foregoing, the requirement of a minimum 50% brick or stone siding area on the back may be waived in the sole discretion of the Architectural Committee. All corners faced with brick or stone must be returned with stone or brick a minimum of 4 feet. The requirement that all corners faced with brick and/or stone be returned with brick or stone a minimum of 4 feet may be waived in whole or in part in the sole discretion of the Architectural Committee. This waiver shall be evidenced in writing to the lot owner prior to such waiver being effective. The usage of vinyl or aluminum siding must be first submitted to the Architectural Committee and receive its written approval.

All foundation walls of any construction shall not exceed a maximum height limit of twelve (12) inches of exposed surface, however, exposed basement shall be covered with a finished material and shall not be left as exposed formed concrete, with exceptions to be approved by the Architectural Committee.

3. **Yards and Driveways:** The entire front yard of each lot including adjacent street parkway shall be sodded by the owner of the lot prior to home occupancy or as soon as seasonal weather allows. On corner lots, yard and parkways adjacent to back streets shall be sodded or seeded prior to home occupancy or as soon as weather reasonably permits. Lots which drain directly into the lake shall either be sodded or seeded with mulching in the Fall construction season with erosion control measures which are approved by the Architectural Committee.

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.

Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material and shall have a wearing surface of decorative stone, asphalt concrete, portland cement concrete pavement or equal.

4. **Building Location:**

- a. No building shall be located on any lot nearer to a lot line than allowed by the applicable zoning ordinance of the Village of Mahomet, provided that if a more restricted setback line is set forth on the recorded plat, such setback line shall control. No detached accessory building shall be allowed, except with the prior written approval of the Architectural Committee. No structure shall be located nearer than 35 feet to the rear lot line or nearer than 35 feet to the rear common area easement line for lots abutting the lake. Eaves, steps, and open porches, shall not be construed as portions of the building for this determination.
- b. If the building site consists of more than one lot, then the boundary lines of the building site shall apply, rather than the platted lot lines. For lake lots, no

structures, fences, or plantings (with a maturity height exceeding four feet) shall be placed in the rear yard areas, except with the express written permission of the Architectural Committee. It is the intent of this covenant to provide a reasonable view of the lake to all owners of lots bordering upon the lake and it is not intended to prohibit fencing or planting, but merely to control the nature and extent of same and to protect any open space character of the property.

- c. The floor area of the building on a building site shall not cover more than 30% of the total square footage of the building site.

- 5. **Fences:** Fences may be allowed on each individual lot except as otherwise restricted by provisions hereinafter set forth; 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 Village of Mahomet.

Fences shall be designed and constructed of materials which are similar to and/or blend with those used on the building structure. All fences shall be constructed with the support framing facing the interior of the lot and the fence facade to the outside of the framing. This may include ornamental metal, 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 unless constructed by the developers or the Lakes at Riverbend Homeowner's Association and approved by the Architectural Committee. Fences constructed by the individual homeowner shall be the responsibility of the individual homeowner to install and maintain.

6. **Architectural Control:**

- a. **Committee Membership:** The Architectural Committee membership shall be composed of Hugh W. Gallivan, James H. Gallivan, and Scott Stromberg. The Committee membership will remain the same until such time as 90 % of all of the lots in the Lakes at Riverbend Subdivisions have been sold. At that time, the Homeowner's Association shall have the power to name two members as replacements and shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. 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. Until such time as the successor members are appointed, the named Committee membership shall continue to act. If the Committee fails to name replacements, the Homeowner's Association Board may do so.

A majority of the Architectural Committee may designate a representative to act for it and may delegate its powers and duties to its representatives.

- b. **Powers:** It is the purpose of architectural control to promote the residential development of The Lakes at Riverbend Phase 1B and to enhance property values; therefore, the Architectural 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. All owners are required to submit to the Architectural Committee a properly completed

application for approval, a copy of which is included in Exhibit B, along with building plans and specifications including driveways, fencing, plot and grading plans and landscaping plans as detailed in Appendix A.

Within the limitations of the Mahomet Zoning Ordinances the Architectural Committee shall have the power to reduce side yard requirements and rear yard requirements and to reduce the minimum dwelling size where the size, shape, and location of the lot warrants such variance in the opinion of the Architectural Committee.

The Architectural Committee shall have the power to determine whether a fence, wall, hedge or shrub plantings unreasonably obstructs the view of approaching street traffic or the neighbor's view of the lake and the power to require the removal of any fence, wall, hedge or shrub planting which is placed on a lot prior to approval.

The Architectural Committee shall have the power to approve structural changes and exterior color changes.

c. **Procedures:**

- (1) Building plans, etc.: No building, dwelling, fence, or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan of the building site shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Committee.
- (2) Satellite dishes and swimming pools: Free standing television satellite dishes, radio, television or other wave reception devices shall not be allowed on any lot in the subdivision. Satellite dishes less than 24 inches in diameter may be allowed by the committee on the exterior. No above ground swimming pools shall be allowed in the subdivision. No tennis court or swimming pool shall be located on a lot on any front yard or within the minimum setback allowed by the applicable zoning ordinance of the Village of Mahomet.
- (3) Approval by architectural committee: The Architectural Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the Committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with three copies of the plans and specifications shall be submitted to the Committee for review.
- (4) Right of inspection: During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site

embraced within said Subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

- (5) **Waiver of liability:** The approval by the Architectural 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.
- (6) **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 encumbrance in good faith in acting thereon.
7. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals or pets shall be housed, kept, or leashed outside the building on any lot, except within a fenced yard. Animals shall be restrained at all times.
8. **Temporary Structures:** No structure of a temporary character, trailer, mobile home, modular home, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently. No clotheslines or drying trees shall be permitted unless concealed by hedges.
9. **Signs:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. **Oil and Mining Operations:** No oil or other minerals drilling, development operation, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil or other mineral wells, tanks, tunnel, excavations or shafts be permitted upon or under 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. (Please note this mining prohibition is only to the subdivided area in Phase I. It does not have any effect on what is reserved under the Annexation Agreement).

11. **Livestock and Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets of not more than two in number may be kept; provided that they are not kept, bred or maintained for any commercial purposes. Neither permanent nor temporary outside dog or cat pens shall be constructed, placed or used on any lot in The Lakes at Riverbend.
12. **Garbage and Refuse Disposal or Storage:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in enclosed sanitary containers which must be kept out of view from the street except when they are emptied. All trash, garbage or other waste shall be kept in sanitary containers to be emptied at least weekly. No substance or material shall be kept upon any lot that will emit a foul or obnoxious odor or that causes any noise that will potentially disturb the peace, quiet or serenity of the surrounding lot owners.
13. **Easements:** Permanent easements for the installation and maintenance of telephone, water, cable television, power, gas, sanitary, and storm sewer lines, and any other utilities and services which may be needed for the purpose of servicing the lots are hereby granted and reserved to the public for public utility purposes as shown on the recorded plat and shall include the right of reasonable ingress and egress for maintenance of said lines.

A ten foot permanent easement for water, gas and electric utility is reserved from each building structure to the lot line, same being located five feet on either side of the center line of the initial installation of said lines by utility to the building structure.

There is also reserved an easement for any access sidewalks as may be shown on the plat of the Subdivision.

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.

14. **Street Sight Line Obstruction:** No fences or shrubs having an overall height of more than two (2) feet shall be constructed, planted or allowed to remain on any lot between the street right of way line and the building set back line, and no shrubbery or hedge located therein shall be permitted to grow over two (2) feet in height. The purpose of this covenant is to enhance safety for pedestrians and cars and therefore none of the above-mentioned items shall be permitted to obstruct the sight lines at elevations between two (2) feet and six (6) feet and shall be accordingly restricted in a triangular area within the lot located where the driveway edge and the street right of way line intersect; the triangular space shall be defined as measuring from this point of intersection fifteen (15) feet along the interior driveway and fifteen (15) feet along the street right of way line with the hypotenuse from said extended points completing the triangle. Further, no landscaping, fences or walls shall be installed or allowed to remain within the street parkway, i.e. the area between the street pavement line and the sidewalk, which shall have the potential to obstruct sight lines or create a street safety hazard. Further, 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 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.

15. **Parking:** The owner of each lot shall provide enclosed off-street parking for each motor vehicle, tractor trailer, trailer, camper, boat, motorcycles, snowmobiles owned, rented or leased by such lot owner which he or she desires to store in the subdivision, and not less than two spaces per lot shall be provided. No recreation vehicles may be stored upon a lot unless in an enclosed garage. Street parking shall be permitted only for temporary visitors. Temporary off street parking for recreational vehicles of not more than three (3) continuous days is authorized, provided that the authorization shall not exceed more than five (5) days in a calendar month.
16. **Maintenance of Lot and Improvements:** It shall be the responsibility of each lot owner to maintain in good condition the improvements upon his lot and to keep the improvement and lot in a clean and neat condition. No building materials of any kind or character shall be stored upon the building site until the owner is ready to commence improvements in compliance with other rules and regulations of the Subdivision.

Debris 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. During construction a closing refuse container sufficient in size to handle all waste material generated at the site must be located on the premises. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. The Owner reserves the right to clean up any construction site it deems necessary and shall have the right to charge the lot owner for the cost of such clean up. At no time may a lot owner dump debris on another owner's lot. The Owner reserves the right to dump the debris back onto the original owner's lot or have the originator of the debris pay the cost of clean up by imposing legally enforceable liens.

17. **Commons Area Easement:** It is specifically understood and agreed that areas designated as "Commons Area Easement" throughout the entire development of The Lakes at Riverbend shall be available to the owners of Phases 1A, 1B, and 1C and to all future lot owners of The Lakes at Riverbend Subdivisions. Easements for the usage of the Commons Areas are granted to all lot owners and each owner will be subject to an assessment for such Commons Area Easement maintenance as provided below. After home construction, it is the responsibility of each lot owner to regularly mow the grass on that portion of the Commons Area Easement located upon his/her lot. It shall be the duty and responsibility of the Lakes at Riverbend Homeowners Association to otherwise maintain in good condition the Commons Area Easements, including plantings, entrance gates, sidewalks and developer installed lighting and accordingly, the Association shall have the authority to enforce these covenants and the authority to levy assessments for the maintenance of the Commons Area Easement and other Association expenses, including utilities for the entrance gates and other purposes. The Lakes at Riverbend Homeowners' Association agrees to procure, if reasonably available, legal liability insurance to indemnify the Association and the respective owners of lots on which the designated "Commons Area easement" is depicted on the recorded plat from and against any claims, demands, damages or injuries (including death) proximately arising from its

failure to exercise reasonable care in providing such maintenance or in carrying out its other duties, if any. Such indemnity shall cover this and other additions or sections of The Lakes at Riverbend Subdivisions.

18. **Post Lanterns:** Concurrently with the occupancy of a residence upon each lot, the owner thereof shall provide a standard post lantern approved by the Architectural Committee in the front yard located not more than ten (10) feet from the sidewalk and ten (10) feet from the nearest driveway boundary. Such post lantern shall be equipped with a photoelectric cell causing the post lantern to be illuminated automatically at dusk throughout the year. The electric or gas lantern shall be equipped with appropriate light(s) which have the equivalent of 75 watts. Another electric or gas yard light (also approved by the Architectural Committee) shall be located at a point designated by the Architectural Committee at a point along or near the rear lot line for the purpose of illuminating the Commons Area Easement. The light may, at the discretion of the Architectural Committee, be attached to a fence. In cases where a lot has no Commons Areas Easement bordering it, the rear light requirement may be waived by the Architectural Committee. All property owners in The Lakes by Riverbend shall be required to maintain said yard lights in proper working order. No hedge, fence or other type of obstruction shall be located between said rear yard light and the Commons Area Easement.

19. **Homeowner's Association:** It is understood that THE LAKES AT RIVERBEND HOMEOWNER'S ASSOCIATION has been organized as an Illinois not for profit organization concurrently with the platting of Phases 1A and 1C and the owners of each lot in this Phase 1B are also automatically members in such Homeowner's Association and shall be subject to the adopted rules and regulations of such Association and shall be subject to assessment in accordance therewith. It is understood that the Owner is responsible for commons area maintenance for unsold lots until the lots are sold. Commons area maintenance, including platted lake area, will be controlled by the Architectural Committee until 50 % of the lots in Phases 1A, 1B, and 1C are sold. During this initial period, Owner shall maintain the Commons Area Easement and platted lake area and will bill the Homeowner's Association for such service based upon the number of lots sold prorated from the month of sale. At that time, when 50 % of Phases 1A, 1B, and 1C lots are sold, commons area maintenance and platted lake area maintenance will then become the responsibility of The Lakes at Riverbend Homeowner's Association. If the Homeowner's Association fails to properly maintain the Commons Area Easement, the developer may proceed with proper maintenance after giving written notice to The Lakes at Riverbend Homeowners' Association. The Owner's costs including a management fee will be paid by the Homeowner's Association. Since the Homeowner's Association shall have the responsibility for, but not limited to, the maintenance of and addition of any needed improvements to the Commons Area Easement, it shall have the authority to periodically levy assessments for such purposes, together with interest, late fees, costs and reasonable attorney fees, pursuant to its adopted rules and regulations; unpaid assessments shall be a lien against owner's title.

Annual dues to the Homeowner's Association are initially set at the sum of \$100 per year payable annually in advance on January 2 with the first year's dues for any member to be prorated based upon the number of quarters remaining in the calendar year at the time of closing the initial sale of the lot. The Board of Directors of the Homeowner's Association may increase the annual dues as it deems necessary provided that if the increase is more than 10% of the then

existing dues amount, such increase shall require the prior majority approval of the members of the Homeowner's Association present in person or by written proxy at such meeting.

Special assessments may be levied by the Board of Directors of the Homeowner's Association for the installation of improvements provided that if the assessment is more than \$100 per lot, it shall first be submitted by the Board to a vote by the membership at any annual or special meeting of the members with a written notice describing the improvement and the amount of the proposed assessment. A required quorum shall be 50% of the eligible vote, to be present in person or by proxy. The special assessment must then be approved by a majority of the members present in person or by written proxy. The owners of each lot shall be entitled to one vote per lot.

20. **Lake Management:** It is further understood and agreed that the platted lakes area located in the Lakes at Riverbend area shall be maintained by The Lakes at Riverbend Homeowner's Association, which shall also have the authority to prescribe rules and regulations from time to time for the usage of such lakes, including boating, swimming, and the like. Undeveloped and unplatted lake areas and ground areas shall not be available for lot owner or guest usage until they are platted by Owner. That the Architectural Committee shall manage the platted lake area until 50% of the lots in Phases 1A, 1B, and 1C are sold; then, the Homeowner's Association shall take over this function.

The Association shall also be responsible for dealing with problems of shoreline erosion, silting and the like, and the installation of improvements deemed desirable for the overall enjoyment of the lakes. The Homeowner's Association shall also have the right to limit the number of guests of members at any one occasion and to impose reasonable fees for use of any recreational facility situated upon the lakes and the Commons Area Easement. It is, however, specifically understood that the maintenance of undeveloped areas, including shoreline where active development of sand and gravel mining operations are carried on shall be the responsibility of the developer thereof to-wit: Mid-America Sand & Gravel Co., an Illinois corporation, and its successors and assigns, until such usage has ceased. It is understood that eventually the ownership of the lakes areas will be conveyed to The Lakes at Riverbend Homeowner's Association, who shall then be responsible for maintenance thereof as provided herein.

Since all lot owners are entitled to the usage of platted lake areas, assessments for the maintenance of the platted lake areas shall be made equally for each lot. The Board of Directors of the Homeowner's Association may levy an assessment for maintenance of the lakes as it deems necessary, subject to the proviso that if such assessment for lake maintenance or installation of improvements to the lakes exceeds \$100 per year, such assessment shall be subject to the prior majority approval of the members of the Homeowner's Association present in person or by written proxy at such meeting at which the above required quorum is present.

Unpaid assessments hereunder, together with but not limited to any interest, late fees, costs and reasonable attorney's fees shall be a lien upon the lot owner's title.

21. **Usage of Commons Area Easement and Platted Lake Area:** The usage of the Commons Area Easement and platted lake area is for all lot owners and their guests. Therefore, rules for the usage of these areas shall be prescribed from time to time, initially by the Architectural Committee provided for hereunder and then by the Homeowner's Association when 50% of the lots in Phase 1A, 1B, and Phase 1C have been sold.

Rules for the usage of the lakes and adjacent Commons Area Easement shall include:

- a. Lake water shall not be used for ground watering purposes unless approved by the Architectural Committee.
 - b. No pollutants shall be discharged into the lake; accordingly, owners shall be responsible for prohibiting the discharge of pollutants from their respective lots into the lake. Further, the use of pesticides, herbicides and fertilizers on lots shall be limited to slow-release, organic formulations. A violation of this provision shall subject the lot owner to a penalty of \$100 for each violation, and an additional \$15 per day penalty for each day the lot owner permits the violation to continue to occur after notice thereof to the lot owner. The penalty shall be payable to the Homeowner's Association.
 - c. Boats longer than 14 feet in length shall not be permitted upon the lake. No boat shall be equipped with mechanized power except an electric trolling type motor.
 - d. No improvement, installation of any structure, or change of the Commons Area Easement and the platted lake area shall be made by any lot owner without a prior submittal to the Architectural Committee of plans for such improvements, installation, or change and receipt of the prior written approval of such plans by the Architectural Committee.
22. **Municipal Utilities:** All lot owners shall connect their improvements to the municipal sanitary sewer system and the municipal water supply service provided for the Subdivision; no septic tanks or individual water wells may be installed or maintained on any lot.
23. **Surface Water:** It is anticipated that storm drainage shall be provided for the Subdivision. No lot owner shall change the elevation of his or her lot that would have the effect of artificially directing the flow of water upon a neighboring lot, i.e. other than what occurs by natural drainage.
- No obstruction, diversion or change in the natural flow of surface water along property lines shall be made by any lot owner or agent thereof in such manner as to cause damage or to interfere with any property.
24. **Term:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two thirds majority of the then owners of the lots with one vote per lot in Phases 1A, 1B, and 1C has been recorded agreeing to change said covenants in whole or in part; provided that any changes to Covenants No. 4a, 5, 9, 10, 11, 12, 13, 14, 17, 22, 23, 24, 26, and 27 must be approved in writing by the Village of Mahomet.
25. **Enforcement:** Enforcement shall be by proceeding 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. In such enforcement proceedings, the defaulting or losing party shall be responsible to the enforcing party for reasonable legal expenses and court costs incurred in such proceedings.

26. **Dedication:** The Owner hereby grants and dedicates for the use of the public as streets, drives, sidewalks, storm sewers, and sanitary sewers and water mains all of the streets, drives, sidewalks, and storm and sanitary and water main installations as are referenced on said plats and supporting documents and installed pursuant thereto, excepting therefrom any designated as private on such plat.
27. **Release of Covenants:** Individual covenants may be released by owners of legal title of record of two-thirds of the platted lots with one vote per lot in The Lakes at Riverbend Subdivision Phases 1A, 1B, and 1C. Such authorization shall apply to any part of the Protective Covenants, reservations, liens or charges herein set forth applicable to such lot and upon recording of such waiver or release in the Recorder's Office of Champaign County, Illinois such covenant, condition, lien or charge shall no longer be required under the provision herein set forth, provided that Covenants 4a, 5, 9, 10, 11, 12, 13, 14, 17, 22, 23, 24, 26, and 27 shall not be released, except upon approval in writing by the Village of Mahomet, Illinois.
28. **Invalidity:** If it shall be at any time held that any one of the foregoing restrictions, conditions, covenants, reservations or any part thereof is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges or any part thereof shall be thereby affected or impaired.
29. **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 excavations except as are necessary for the construction of improvements shall be permitted.
30. **Mailboxes:** The specifications and styles of all mailboxes in the subdivision shall be determined by the Architectural Committee and each lot owner shall obtain approval of the specifications and style of the mailbox prior to installation.
31. **Existing Trees:** To preserve the wooded character of the subdivision, existing trees of more than twelve (12) inches in diameter shall not be removed without first obtaining the permission of the Architectural Committee which approval shall not be unreasonably withheld.
32. **Modifications or Addition of Restriction:** These restrictive covenants may be modified or amended, in whole or in part, and additional restrictive covenants may be adopted as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than two-thirds of the platted lot owners of The Lakes at Riverbend Subdivision Phase 1A, 1B, and Phase 1C, with one vote per lot.

A change to Covenants 4a, 5, 9, 10, 11, 12, 13, 14, 17, 22, 23, 24, 26, and 27 shall be made only upon approval in writing by the Village of Mahomet, Illinois.

33. **Access Control:** Certain lots may be subject to access control by vehicles. Said locations are identified on said plat as "Vehicle Access Control". No driveways for vehicular access onto public streets shall be constructed within such locations so marked on the plat.
34. **Flood Plain Areas:** A portion of Lots as referenced on the face of the plat may be located within the 100-year floodplain of the Sangamon River as determined by the 1996 Sangamon River Flood Plain Study by the Village of Mahomet. As such, portions of such marked lots may be subject to the Special Flood Hazard Area Regulations of the Village of Mahomet, as well as other relevant State and Federal floodplain regulations. Construction of improvements in these floodplain areas may be affected by the relevant regulatory requirements.
35. **Beaver Lake:** Beaver Lake is a lake area adjacent to the northwesterly portion of Phase 1B. Said lake area is approximately 8 to 9 acres in size and shall be platted in the future.

IN WITNESS WHEREOF, this Owner's Certificate has been executed by MID-AMERICA SAND & GRAVEL CO., an Illinois corporation, by its President and attested by its Secretary, and its corporate seal affixed hereto this 16th day of October, 2000.

MID-AMERICA SAND & GRAVEL CO.

BY: 

HUGH W. GALLIVAN, PRESIDENT

ATTEST:



SCOTT STROMBERG, ASSISTANT SECRETARY

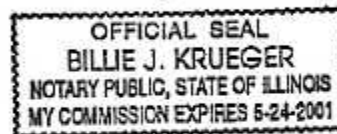
STATE OF ILLINOIS)

COUNTY OF CHAMPAIGN) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hugh W. Gullivan and Scott Stromberg, personally known to me to be the President and Assistant Secretary respectively of MID-AMERICA SAND & GRAVEL CO., an Illinois corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Assistant Secretary respectively they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said Corporation.

Given under my hand and notarial seal this 16th day of October, 2000

Billie J. Krueger
Notary Public



APPENDIX A

BUYER/BUILDER REVIEW CHECKLIST

A. *Site/work*

1. Rough grade elevation shown on the subdivision construction plans by the appointed engineering firm shall be reviewed by the buyer/builder.
2. Surface drainage patterns shown on the construction plans shall be maintained by the buyer/builder both during construction of the unit and after completion of unit.
3. Erosion control shall be practiced by the builder during construction and by the home owner upon occupancy of the unit.
4. Excess dirt from foundation or basement excavation shall be removed from the project site when the building framing is completed.
5. The buyer/builder shall not allow site construction to encroach on adjacent landscape and commons easement whatsoever.
6. The subdivision construction plans prepared by the Owner's engineering firm shall be reviewed by the buyer/builder to determine areas where compacted embankment has been placed to achieve the rough elevation shown on the plans.
7. Buyer/builder must make provisions to periodically rid site of debris during construction..

B. *Driveway and Walks: The buyer/builder shall ascertain any needs or requirements for footing or foundation drains on any building or building improvements.*

1. Driveway locations as shown on the construction plans shall be used unless an alternate location is specifically agreed to by the Architectural Committee.
2. Deficiencies in sidewalks are to be noted to the Owner before building construction begins. Sidewalk repair after beginning of construction shall be done by the buyer/builder.
3. Location of barrier type curbs and mountable type curbs shall be noted by the buyer/builder.

C. *Sewers*

1. Location of the project storm sewers shall be noted by the buyer/builder and location of the sump pump discharge locations (both horizontal and vertical) shall be approved by the developer prior to installation.
2. Location of the project sanitary sewers shall be noted by the buyer/builder. Location awareness shall include the horizontal and vertical location of the sanitary sewer service connection and the material type of the service connection.

D. *Plats and Covenants*

1. The buyer/builder shall be completely aware of the building setback locations shown on the recorded final plat of the subdivision and shall note all deviations, if any, from the Village of Mahomet Zoning Ordinance in the district in which the lot is located.

2. The buyer/builder shall visit the site prior to taking possession of the lot, note all improvements on lots which have already had improvements constructed on them and be aware of the effects and interpretations of the adjoining improvements on the lot to which he has an interest.
3. The covenants and restrictions which are recorded with the final plat will be made available to the buyer/builder and questions with respect thereto shall be made by the buyer/builder prior to accepting the deed to the lot.
4. The buyer/builder shall be aware of all lots, densities and land uses shown on the approved preliminary plan of the subdivision.

E. Architectural Review

1. Construction drawings(floor plans, floor elevations, basement or footing/foundation plan, sections/details, etc.) shall be submitted to Architectural Committee for review and approval.
2. Plans for home construction shall be submitted and approved prior to beginning of construction. The application shall include the following:
 - a. front and rear yard light model and locations (when required by covenants)
 - b. grading plan
 - c. finish floor elevation relative to front yard property line
 - d. setbacks, utility easements
 - e. house location on lot
 - f. mailbox design
 - g. site development (patios, decks, accessory buildings, etc.)
3. Landscape plan including placement of specie and size
4. Fence plan including placement and type of material
5. Exterior materials and colors
 - a. walls
 - b. roof
 - c. trim-windows, shutters, molding

EXHIBIT A

LAKES OF RIVERBEND
PHASE 1B

LEGAL DESCRIPTION

PART OF THE EAST 1/2 OF SECTION 21, T. 20 N., R. 7E. OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ILLINOIS DEPARTMENT OF TRANSPORTATION MONUMENT VAULT FOUND AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SECTION 21, T. 20 N., R. 7E. OF THE 3RD P.M., SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR DEJA VU LANE SUBDIVISION RECORDED AS DOCUMENT NO. 93R38173 IN BOOK BB OF PLATS AT PAGE 270 IN THE RECORDER'S OFFICE OF CHAMPAIGN, COUNTY, ILLINOIS; THENCE N.89°45'23"W., A LOCAL BEARING, ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 21 AND SOUTH LINE OF SAID DEJA VU LANE SUBDIVISION AND AN EXTENSION THEREOF, 866.01 FEET TO THE EXTENDED EAST LINE OF LOT 2 OF SAID DEJA VU LANE SUBDIVISION, SAID POINT BEING ON THE EAST LINE OF THE LAKES AT RIVERBEND PHASE 1A, RECORDED AS DOCUMENT NO. 96R2996, IN BOOK CC OF PLATS, AT PAGE 224 IN THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE S.00°12'37"W., ALONG THE EXTENDED EAST LINE OF SAID LOT 2, AND SAID EAST LINE OF THE LAKES AT RIVERBEND PHASE 1A, 176.34 FEET; THENCE S.88°37'35"W., ALONG THE SOUTH LINE OF THE LAKES AT RIVERBEND PHASE 1A, 81.27 FEET; THENCE S.84°04'54"W., ALONG SAID SOUTH LINE, 79.34 FEET; THENCE S.79°32'44"W., ALONG SAID SOUTH LINE, 79.05 FEET; THENCE S.75°01'45"W., ALONG SAID SOUTH LINE, 79.19 FEET; THENCE S.72°00'43"W., ALONG SAID SOUTH LINE, 109.59 FEET TO POINT ON CURVE; THENCE SOUTHERLY ALONG SAID SOUTH LINE, A CURVE TO THE LEFT, CONVEX TO THE WEST WITH A RADIUS OF 214.00 FEET AND AN INITIAL TANGENT BEARING OF S.23°11'44"E., A DISTANCE OF 18.64 FEET TO A POINT OF TANGENCY; THENCE S.28°11'08"E., ALONG SAID SOUTH LINE, 25.63 FEET; THENCE S.61°48'52"W., ALONG SAID SOUTH LINE, 220.00 FEET; THENCE N.38°43'48"W., ALONG SAID SOUTH LINE, 85.98 FEET TO A POINT OF INTERSECTION IN THE WEST LINE OF LOT 161, REFERENCED HEREIN AS THE SOUTHWEST CORNER OF SAID THE LAKES AT RIVERBEND PHASE 1A, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N.89°45'23"W., 947.81 FEET; THENCE N.00°14'37"E., 180.00 FEET; THENCE S.89°45'23"E., 8.21 FEET; THENCE N.00°14'37"E., 235.88 FEET; THENCE N.21°22'42"W., 99.64 FEET; THENCE N.09°37'26"E., 47.12 FEET; THENCE N.00°14'37"E., 90.00 FEET; THENCE N.08°20'08"E., 133.24 FEET; THENCE N.44°31'44"E., 59.19 FEET; THENCE

N.74°05'27"E., 215.86 FEET; THENCE S.89°28'57"E., 50.01 FEET; THENCE N.69°07'28"E., 91.07 FEET; THENCE N.47°11'05"E., 92.43 FEET; THENCE N.86°08'58"E., 99.96 FEET; THENCE N.45°53'47"E., 166.60 FEET; THENCE N.48°35'01"E., 15.68 FEET; THENCE N.62°36'22"E., 189.48 FEET TO A POINT OF INTERSECTION IN THE NORTH LINE OF LOT 117 OF THE AFORESAID LAKES AT RIVERBEND PHASE 1A, REFERENCED HEREIN AS THE NORTHWEST CORNER OF SAID LAKES AT RIVERBEND PHASE 1A, THENCE S.17°41'27"W., ALONG THE WEST LINE OF SAID LAKES AT RIVERBEND PHASE 1A, 125.43 FEET; THENCE S.29°38'47"E., ALONG SAID WEST LINE, 190.86 FEET; THENCE S.00°12'37"W., ALONG SAID WEST LINE, 317.88 FEET; THENCE S.21°17'25"E., ALONG SAID WEST LINE, 169.47 FEET; THENCE S.71°38'26"W., ALONG SAID WEST LINE, 42.24 FEET; THENCE S.08°18'10"E., ALONG SAID WEST LINE, 159.65 FEET TO A POINT ON CURVE; THENCE WESTERLY, ALONG SAID WEST LINE, A CURVE TO THE RIGHT, CONVEX TO THE SOUTH, WITH A RADIUS OF 1,164.00 FEET AND AN INITIAL TANGENT BEARING S.81°41'51"W., A DISTANCE OF 17.15 FEET; THENCE S.07°27'31"E., ALONG SAID WEST LINE, 217.70 FEET; THENCE S.18°33'32"W., ALONG SAID WEST LINE, 49.26 FEET TO THE POINT OF BEGINNING, CONTAINING 20.601 ACRES, MORE OR LESS, ALL SITUATED IN THE VILLAGE OF MAHOMET, CHAMPAIGN COUNTY, ILLINOIS.

PREPARED BY: DAILY & ASSOCIATES, ENGINEERS, INC.
THOMAS B. JORDAN
OCTOBER 2, 2000

EXHIBIT B**APPLICATION FOR ARCHITECTURAL APPROVAL**

Architectural Committee

The Lakes at Riverbend Subdivision, Phase 1B

The undersigned owners of Lot ____ in The Lakes at Riverbend Subdivision, Phase 1B, do hereby submit this application for architectural approval of the plans and specifications being submitted concurrently herewith for construction of improvements on the above-described lot. We acknowledge that we have received a copy of the Owner's Certificate and Dedication with Protective Covenants for The Lakes at Riverbend Phase 1B Subdivision and are familiar with the contents thereof. We have additionally received Appendix A, the Buyer/Builder Review Checklist, and of the requirements thereunder with respect to building site improvements and agree to comply with the terms and provisions thereof, except with respect to any variation or waiver that may be approved in writing by the Architectural Committee.

Dated this ____ day of _____, 2000.

Plans and specifications submitted the ____ day of _____, 2000.

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)
VILLAGE OF MAHOMET)

The undersigned, Treasurer of the Village of Mahomet, Champaign County, Illinois, does hereby certify that he finds no delinquent or unpaid special assessments levied against the following described real estate to-wit:

See legal description attached.

PIN 15-13-21-100-005 and a Part of 15-13-21-400-009

Given under my hand and seal this 26 day of October, 2000.

James Schock
Treasurer, Village of Mahomet
Champaign County, Illinois

REC'D OCT 27 2000

2004R03850

RECORDED ON

02/11/2004 12:32:59PM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 25.00

REV FEE:

PAGES: 4

PLAT ACT:

PLAT PAGE:

Amendment to Lakes at Riverbend 1B covenants

COVER SHEET

Prepared By: Michael O'byrne
501 W. Church
Champaign IL 61820

Return To: Jay Roloff
1602 Morel Ct
Mahomet IL 61853

**THE LAKES AT RIVERBEND, PHASE 1B
A RESIDENTIAL SUBDIVISION
IN THE VILLAGE OF MAHOMET
CHAMPAIGN COUNTY, ILLINOIS**

FIRST AMENDMENT TO OWNER'S CERTIFICATE

The undersigned parties being property owner's in the above described subdivision in the Village of Mahomet, Champaign County, Illinois, due hereby amend the provisions of the Owner's Certificate pursuant to the provisions of Section 32 of the original recorded document. The signatory below constitute more than two-thirds of the owner's of the platted lots in Phase 1B with one vote being cast per each lot described below. There are thirty-six (36) total lots in Phase 1B.

1. Section 5 entitled "Fences" is hereby amended to read as follows:

Fences may be allowed on each individual lot except as otherwise restricted by provisions hereinafter set forth; 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 Village of Mahomet. But in no case shall a fence exceed six (6) feet in height.

Fences shall be designed and constructed of materials which are similar to and/or blend with those used on the building structure. All fences shall be constructed with the support framing facing the interior of the lot and the fence facade to the outside of the framing. This may include ornamental metal, brick or wood, all wooden fences shall generally be of shadow box style with a scalloped top unless additional approved by the Architectural Committee. Chain link or other wire or steel mesh material shall not be allowed.

To preserve the openness of The Lakes at Riverbend walking trails, all fences that are constructed approximately adjacent to the walking trails will not exceed four (4) feet in height and have a minimum of 50% open area. If a taller fence is wanted, or less than 50% open area, then the fence must be set an additional six (6) feet off of the established easement or setbacks and have landscaping approved by the Architectural Committee installed in the space between the fencing and the walk way.

Fences shall not be constructed on a designated commons area easement or other public area unless constructed by the developers of The Lakes at Riverbend Homeowner's Association and approved by the Architectural Committee. Fences constructed by the individual homeowner shall be the responsibility of the individual homeowner to install and maintain.

2. Except as herein amended, the terms and provisions of the Owner's Certificate remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, this First Amendment has been executed by the undersigned parties as of the 28th day of January, 2003.

SignaturesLot Number

| | |
|--|------------|
| | <u>123</u> |
| | <u>124</u> |
| Douglas D. Johnson | <u>125</u> |
| | <u>126</u> |
| R. S. Miller | <u>127</u> |
| Joseph W. Johnson - The Lakes at Riverbend | <u>128</u> |
| Bretchen Miller | <u>129</u> |
| | <u>130</u> |
| Paul Shultz | <u>131</u> |
| Douglas D. Johnson | <u>132</u> |
| | <u>133</u> |
| Douglas D. Johnson | <u>134</u> |
| John V. Dale | <u>135</u> |
| Joseph W. Johnson - The Lakes at Riverbend | <u>136</u> |
| Paul Shultz | <u>137</u> |
| Paul Shultz | <u>138</u> |
| Paul Shultz | <u>139</u> |
| Joseph W. Johnson | <u>140</u> |
| Joseph W. Johnson - The Lakes at Riverbend | <u>141</u> |
| Paul Shultz | <u>142</u> |
| Douglas D. Johnson | <u>144</u> |
| Douglas D. Johnson | <u>145</u> |
| Doug Moore | <u>146</u> |
| Raymond Yeazel | <u>147</u> |

Signatures

Lot Number

James E. Zinn

148

Joell

149

Deanna K. Zippardo

150

Michael Maser

163

Nancy P. Kimpel

164

165

Charles Rogan

166

Robert P. Hughes

167

168

Tom Morgan

169

John Or

170

171

STATE OF ILLINOIS)
)SS.

COUNTY OF CHAMPAIGN)

I, the undersigned party being personally familiar with the names of lot owner's in The Lakes at Riverbend Subdivision Phase 1B, do hereby certify under oath, that the above amendment is executed by parties holding title to more than two-thirds of the platted lots in The Lakes at Riverbend Subdivision Phase 1B.

Joell

The Village of Mahomet approves the above amendment to the Owner's Certificate for The Lakes at Riverbend Phase 1B as evidence by signature below.

Village of Mahomet

By:

[Signature]

Village President

Subscribed & Sworn before
me Jay Rohoff. this
11th day of February 2004
Brenda S. Williams

