

COUNTRY RIDGE THIRD SUBDIVISION
An Addition to the Village of Mahomet
Champaign County, Illinois

COVENANTS

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 primary use of the premises.

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

Building Site: A portion of the subdivision consisting of at least one entire lot as platted.

Dwelling: Any building occupied or designed to be occupied by 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.

AREA OF APPLICATION

The proposed covenants below, in their entirety, shall apply to Lots 301 through 339 inclusive, as shown on the plat of said subdivision.

COVENANTS

1. Allowable Structures: 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 one Accessory Building incidental to residential use.

2. Architectural Control:

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

STEVEN W. ANDERSON

WILLIAM ANDERSON

MARGARET (PEGGY) HOLDREN

A majority of the committee may designate a representative to make its report. Except as hereinafter provided, in the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of 75% of the lots in Country Ridge Third Subdivision shall have the power, by a duly recorded instrument, to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

b. Powers: It is the purpose of architectural control to promote the residential development of Country Ridge Third Subdivision, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted for approval 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 Control Committee shall have the power to approve reductions in set-back requirements by not more than is permitted by then applicable zoning ordinance. The Architectural Control 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 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 building 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 fifteen (15) 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 committee, or any agent of the committee, shall have the right to enter upon and inspect, during reasonable hours, any Building Site embraced within said subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

(4) Waiver of Liability: The approval by the Architectural 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 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 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 Control 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 Control Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith acting in reliance thereon.

3. Minimum Dwelling - Quality and Size: All materials used in construction shall be new. 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 Dwellings, the Ground Floor Area,

exclusive of open porches and garage, shall be not less than 1,600 square feet, for a Dwelling of less than two stories. In the event the Dwelling is a two-story residence, the Ground Floor Area, exclusive of open porches and garage, shall be not less than 900 square feet, and the total required floor area shall not be less than 1,700 square feet, exclusive of open porches and garage.

4. Building Location: No Accessory Building or Dwelling 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; neither shall it 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. Further, the Architectural Control 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 which 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.

The lowest point of access to the living area of all residential structures shall be eighteen (18) inches above the adjacent back of curb. The Architectural Committee or Homeowners' Association shall review all house and building plans for compliance with this requirement.

Notwithstanding any provision herein to the contrary, the location of improvements on any Building Site shall not be in violation of the Mahomet zoning ordinance.

5. Permissible Construction - Schedule of Construction: Only one Dwelling structure shall be constructed per Building Site; no re-platting or subdividing of any lot shall be permitted, the effect of which would be to reduce its area or width below ninety percent (90%) of the area and width as platted.

An Accessory Building shall not be larger than one hundred sixty-eight square feet in area (for example, 12 feet by 14 feet) and shall be designed and constructed of materials which are similar to and/or blend with those used on the Dwelling, and its quality of construction shall be consistent with that of the Dwelling.

Pastel or bright colors, other than white, shall not be used except as accents or trim.

All Dwellings must have a driveway which shall be constructed of concrete. Driveways between the sidewalk and the street shall be a minimum six (6) inch thickness. Roof pitches should be not less than four in twelve. Flat roofs and mansard roofs are not permitted. Above-ground swimming pools shall be permitted only if completely enclosed by a wooden fence not less than six (6) feet high with a lockable gate restricting access to the swimming pool.

Fences may be allowed in the front yards to a height of three (3) feet and in the side yards to a height of six (6) feet on each Building Site, however, the design for any fence to be erected shall be submitted to the Architectural Control Committee for approval. Fences shall be

designed and constructed of materials which are similar to and/or blend with those used on the Dwelling. 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. Chain link or other wire or steel mesh material shall not be allowed.

All yards must be sodded in front and along the sides to the rear line of the Dwelling extended. On corner lots, sod shall be laid to the extended line of each side of the Dwelling facing a street.

All construction upon a Building Site and all landscaping required by these covenants shall be completed within one year of the start of construction thereon.

6. Easements: Easements for installation and maintenance of underground utilities and drainage facilities are reserved as noted on the recorded plat. 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-five percent (35%) of the Building Site, except with the prior express written approval of the Architectural Control Committee.

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 construction shall be suspended for more than twenty (20) working days.

10. Maintenance of Building 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 of debris shall take place upon the premises except in compliance with applicable ordinances. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.

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 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 the builder during construction.

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 natural gas shall be erected, maintained, or permitted upon any lot.

No person, firm, or corporation shall strip, excavate, or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation 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 and a line connecting them at points thirty (30) feet from the intersection of the right-of-way lines.

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 and either edge of any driveway and a line connecting a point thirty (30) feet on the street right-of-way line outward from the edge of the driveway and a point on the edge of the driveway fifteen (15) feet from the street right-of-way line.

18. Off-Street Parking: All property owners shall provide a garage for no less than two (2) 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 and 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.

19. 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 concrete. Driveways between the sidewalk and street shall be paved with Portland Cement concrete, minimum of six (6) inch thickness.

20. 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.

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 or vacant lots shall be cut when twelve (12) inches high. If the lot owner fails to do so the Architectural Control Committee may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed \$75.00 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. 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.

24. Authority to Release Rights: The owners of legal sites in COUNTRY RIDGE THIRD SUBDIVISION, 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 upon affirmative vote of 75% of such sites and upon the recording of such waiver or 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.

Notwithstanding any provision herein to the contrary, covenants 4, 5, 6, 19, 24, 27, 30, 31, 32 and 33 shall not be altered or released without the written approval of the Board of Trustees of the Village of Mahomet, Illinois.

25. Homeowner's Association: It is understood that at such time as 75% of the lots in COUNTRY RIDGE THIRD SUBDIVISION are held in title by other than Owner, all lot owners shall become members of the COUNTRY RIDGE SUBDIVISION Homeowner's Association, a not-for-profit corporation to be organized by Owner under the laws of the State of Illinois. All lot owners agree to accept membership in said Association and to abide and be bound by the Articles of Incorporation, By-laws and reasonable rules and regulations of said Association and to maintain membership therein so long as such lot ownership is retained.

Each owner-member shall be subject to assessment for annual dues to the Association not to exceed One Hundred Dollars (\$100.00) unless a larger amount is approved by the owners of 75% of the lots, each lot having one vote. The rights of membership are subject to the payment when due of annual and special assessments levied by the Association. The obligation of assessments is imposed against each owner of and becomes a lien upon said owner's land in COUNTRY RIDGE THIRD SUBDIVISION against which such assessments are made. Defaulting members shall be liable to the Association for all costs and expenses, including attorney's fees, incurred by the Association in collecting unpaid assessments. The Association is granted full authority to enforce the foregoing provisions.

With respect to future Phases of Country Ridge Subdivision, it is understood that no new associations shall be formed. At such time as 75% of the lots in each such future Phase are held in title by other than Owner, Owner shall give notice to the Homeowner's Association, and the owners of all such lots shall be deemed to have been accepted in the Homeowner's Association and shall abide by and be bound thereto.

It is understood that Owner will pay to the Homeowner's Association all association fees due for unimproved lots held in title by Owner.

26. Lake Association: COUNTRY RIDGE THIRD SUBDIVISION is not associated with, nor do the owners of properties herein have any rights in, the Lake Association of Country Ridge - Phase I or the lake identified therein as Outlot 1.

27. Term and Amendments: Except as provided in Paragraphs 25 and 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 such 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 COUNTRY RIDGE THIRD SUBDIVISION has been recorded, agreeing to change said covenants in whole or in part. Approval of any such change is reserved to the Board of Trustees of the Village of Mahomet, Illinois in accord with the provisions of Paragraph 24.

28. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, 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.

29. 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, without having obtained the prior written consent of the Architectural Control Committee. Television antennas may be attached to structures; however, the location thereof shall be restricted to the rear of the ridgeline or centerline of the roof so as to be hidden from sight to the greatest extent possible when viewed from the fronting street.

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

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

32. Water Supply. No individual water well shall be installed or maintained on any lot inasmuch as municipal water supply service will be available to the site.

33. Sewerage System. No individual sewage disposal system shall be installed or maintained on any lot inasmuch as a municipal sewerage system is available to serve the site.

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State, **DO HEREBY CERTIFY** that **STEVEN W. ANDERSON and PATRICIA K. ANDERSON, Trustees under the Steven W. Anderson Living Trust, dated May 7, 1999, as to an undivided one-half interest; and STEVEN W. ANDERSON, as to an undivided one-half interest;** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, in the capacities and for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____, 2003.

(SEAL)

NOTARY PUBLIC

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