

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

CLEARVIEW NORTH PHASE 1A

A Residential Subdivision in the City of Champaign, Champaign County, Illinois

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, TAG ALONG ASSOCIATES, L.P. an Illinois limited partnership, being the current owner and developer of the real estate described on Exhibit A, attached hereto and incorporated herein by this reference and as shown and in the annexed Final Plat and described in the Surveyor's Certificate thereunto attached has caused the said described real estate to be surveyed and platted by Thomas P. Jordan, Illinois Professional Land Surveyor No. 2014, Champaign, Illinois, in the manner shown on said Plat, as a subdivision to be perpetually known as Clearview North Phase 1A, Champaign County, Illinois, and does hereby dedicate the areas of the tract, including sub-surface, surface and airspace under, on and over such tracts, shown on the plat as streets, roads, avenues, drives, boulevards, highways crosswalks and alleys (collectively "right-of-way"), respectively, to the City of Champaign, for public use perpetually, with the right to use, construct, maintain, repair, operate and occupy said right-of-way for vehicular, pedestrian and other transportation purposes and right-of-way purposes, and utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, electricity, gas, telephone, cable television or any other use the public entity in whose jurisdiction the

right-of-way lies shall deem to be necessary or useful to the public. The City of Champaign shall have the right to maintain said right-of-way free from buildings, fences, structures or any obstructions of any kind whatsoever. No person shall obstruct said right-of-way unless the City of Champaign otherwise authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstructions shall be borne by the then owner of the property on which the obstruction is located. The streets, avenues, drives, roads, highway and boulevards shall bear the respective names as shown on the plat subject to the right of the public entity with appropriate authority to change said name as provided by law.

The owner/developer hereby dedicates the easements shown on the plat for use by utilities perpetually to the City of Champaign, for utility purposes including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television or any other such use that the City of Champaign shall deem to be a utility. The City of Champaign shall have the right to authorize persons to construct, occupy, maintain, use, repair and reconstruct utilities within said easement and to maintain or authorize the utility to maintain said easement free from buildings, fences, structures and obstructions of any kind whatsoever. No person shall obstruct said easement unless the City of Champaign authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the then owner of the property on which the damage occurs shall bear the cost of repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing unauthorized obstructions shall be borne by the then owner of the property on which the obstruction is located.

The owner/developer hereby dedicates the easements shown as drainage easement or drainage ways or facilities perpetually to the City of Champaign for storm water drainage purposes including but not limited to constructing, using, operating, maintaining, repairing or reconstructing storm water drainage detention, retention, inlet or outlet facilities or any combination thereof and

including the right to place spoil from drainage facilities on the same and to maintain said easement free from any building, fences, structures, and obstruction whatsoever.

OWNER HEREBY CERTIFIES THAT ALL OF THE PROPERTY DESCRIBED ON EXHIBIT A IS LOCATED IN CHAMPAIGN COMMUNITY UNIT NO. 4 SCHOOL DISTRICT.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Final Plat and Surveyor's Certificate shall, by adopting the description of said platted land as Clearview North Phase 1A be taken and understood as incorporating in all such conveyances, without repeating the same, the following covenants as being applicable to each tract of land described in said Final Plat and Surveyor's Certificate, and to all lots in the subdivision unless otherwise stated.

DECLARATION OF COVENANTS AND RESTRICTIONS

1. Architectural Committee: The Clearview North Subdivision Architectural Committee shall initially be composed of the following three (3) persons:
 1. Spencer C. Atkins
 2. C. Todd Atkins
 3. Michael J. Martin

Any action taken by the members of the Committee shall be considered to be the action of the committee. The committee may designate a representative to act for it and may delegate its powers and duties to its representatives. In the event of the death, resignation, refusal to act or inability to act of any member of the committee, the remaining members of the committee may designate a successor. After control of the Association is turned over by the Developer, the record owners of 75% of the lots in Clearview North Subdivision shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to change the membership of the committee, to withdraw any powers and duties from the committee or to restore to it such powers and duties as may have been previously withdrawn.

a. Approval by Committee: No construction work shall be commenced upon any structure, including without limitation, fencing, unless the plans and specifications therefore have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these restrictive covenants. The plans and specifications shall show the construction details, including the nature, kind, shape, height, material and color scheme and shall include a plot plan showing the lot lines, required yards, and the proposed location of all structures and the grading plan of the building site.

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

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

ii) To waive up to 25% of any area requirement contained in these restrictive covenants, subject to continued compliance with requirements of the City of Champaign Zoning Ordinance.

iii) To inspect any construction work in progress upon any lot in the subdivision for the purpose of ascertaining whether the applicable provisions of these restrictive covenants are being fully complied with.

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

2. Construction: All buildings erected on any building site shall be constructed of material of good quality suitably adopted 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 building or accessory building and which are promptly removed upon completion of such building or accessory building.

3. Minimum Size: No one story detached dwelling unit in the subdivision shall occupy a ground floor area of less than one thousand three hundred (1,300) square feet. No detached dwelling unit having more than one story shall occupy a ground floor area of less than one thousand (1,000) square feet and a total floor area of less than one thousand six hundred (1,600) square feet. No zero lot line dwelling units in the subdivision shall occupy a total floor area of less than one thousand three hundred (1,300) square feet. All area requirements listed herein shall be exclusive of garage areas.

4. Building Location: All dwelling units constructed in the subdivision shall be located within platted setback lines. All accessory Buildings, fences, eaves, steps, patios, porches and other ancillary structures shall be constructed and located so no portion thereof encroaches upon another lot.

5. Dwelling per Building Site: Only one (1) dwelling unit shall be constructed per building site. Each side of a zero lot line lot shall be considered a separate building site, and each side of a zero lot line structure shall be considered a separate dwelling unit. No accessory buildings, including without limitation pool pump houses, playhouses, storage sheds and gazebos, may be constructed or installed so that it is disconnected from the dwelling on the building site without prior consent and approval of the Architectural Committee.

6. Building Standards:

(a) Materials: All buildings erected on any building site shall be constructed of new materials of good quality suitably adapted for use in the construction of residences. No "used materials", except reclaimed decorative brick or stone, shall be used for or in the construction of the property, and no previously built structure of any kind shall be moved upon said premises. Preferred exterior construction materials shall include by way of description, but not as a strict limitation, premium materials such as wood, brick or stone. Vinyl, aluminum and/or other alternative siding may be used, provided that the usage of vinyl, aluminum and/or other alternative siding must be first submitted to and approved by the Architectural Committee. The submittal shall include the specific material(s) and color(s) of the siding to be used. Preferred roof materials shall include by way of description, but not as a strict limitation, wood, architectural design asphalt shingles and/or other premium roofing materials.

(b) Design Characteristics: Individual dwelling units, including any constructed on zero lot line lots, 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, and entry porticos. Without limiting the general rights and powers of the Architectural Committee, the Architectural Committee has the right to approve or reject any roof pitch submitted for approval. The decision of the Architectural Committee shall be based upon the aesthetic appearance of the roof pitch and the common & current practices of publicly accepted building styles.

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.

(c) Site Development: Rough grade elevation shown on the subdivision construction plans shall be adhered to at all times. Surface drainage patterns and elevations shown on the construction plans shall be maintained both during and after construction. Erosion control measures in accordance with City of Champaign regulations and policies shall be practiced during construction and following occupancy of the dwelling unit. No excess dirt from foundation or basement excavation shall be removed from the building site until said removal and disposition is approved in writing by the Architectural Committee. Construction on a building site shall not be allowed to encroach on adjacent lots in any way whatsoever. Subdivision construction plans shall be utilized to determine areas where compacted embankment has been placed to achieve the rough elevation shown on the plans. The lot owner and its builder shall ascertain any needs or requirements for footings or foundation drains for building improvements to be made, the location of the rear yard area "Tee" drain and interim rough grade and final rim elevation planned for said "Tee" drain, and minimum grades on certain lots and must drain their individual lot(s) and not block surface flows from adjacent lots with higher elevations. The lot owner and its builder shall also be aware of certain lots being planned for walk-out basements and individual lot elevations necessary to accommodate this design feature while also respecting the grades of adjacent properties. Grading of each building site and

setting of finish floor elevations of associated structures shall be completed in accordance with the Subdivision drainage plan approved by the City of Champaign (which depicts drainage to servient land) and shall ensure that water drainage around and away from completed structures does not encroach on adjacent properties, except as provided for in the approved Subdivision drainage plan.

Landscape around each dwelling unit shall equal two thousand dollars (\$2,000) or 1.0% of the combined dwelling and lot value, whichever is greater. This landscape treatment shall be concentrated around the front and entrance of the dwelling. The cost of fencing and/or street trees shall not apply to the landscaping requirement. The front yard of each lot including adjacent street parkway shall be sodded after substantial completion of a dwelling thereon, and as soon as weather reasonably permits. On corner lots, yard and parkways adjacent to both streets shall be sodded after substantial completion of a dwelling thereon, and as soon as weather reasonably permits. The remaining lot area shall be sodded or seeded as soon as weather reasonably permits. Seed must be mulched with hydraulic mulch and applied at a minimum of 100 lbs. per acre for Kentucky Bluegrass or 70 lbs. per acre for Perennial Rye (Stellar Bluegrass). Each lot shall be planted with not less than two (2) trees, which are not less than two (2) inches in diameter, within one (1) year after a lot is in possession of a lot owner after sale by the Developer. Complete landscape development of each lot shall be required within a reasonable time period, not to exceed one (1) year, following completion of the dwelling unit. Planting plans showing species and exact locations of proposed plantings shall be submitted and approved by the Architectural Committee prior to installation.

(d) Walls and Fences: Any wall and/or fence should be made of materials common to the dwelling or materials to compliment 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. This may include ornamental metal (iron, steel, etc.), brick, wood or vinyl. Chain link or other wire or steel mesh material shall not be allowed.

(e) Solar Panels: Solar panels shall be attached and designed to be an integral part of the dwelling architecture.

(f) Driveways and Curbs: All dwelling units shall have a driveway constructed out of concrete, pavers or other hard surface material prior to occupancy. Every driveway apron shall be concrete so as to provide a consistent appearance from the streets in the Subdivision. Every driveway shall provide positive drainage away from the house or garage. Driveway, barrier curb and mountable curb locations shall be shown on all construction plans and the locations shown shall be used unless an alternate location is specifically agreed to by the Architectural Committee.

(g) Clothes Lines: No clothes line, whether temporary or permanent, shall be used or installed outside the dwelling.

(h) Sewers: Location of storm sewers and rear yard drainage systems, location of sanitary service lines, and location and manner of sump pump discharge (both horizontal and vertical) shall be shown on all building plans and must be approved by the Architectural Committee prior to installation. All sump pumps must be connected to a storm sewer or rear yard drainage pipe.

(i) Plats & Covenants: All building setback locations shall meet all applicable requirements of the City of Champaign Zoning Ordinance. The lot owner and its builder shall visit their proposed building site prior to taking possession of the lot, note all improvements on surrounding lots which have already had improvements constructed on them, and be aware of the effects and interpretations of the adjoining improvements on their proposed building site and improvements to be constructed. The lot owner and its builder shall also be aware of and comply with all lot boundaries, densities and land uses shown on the approved planning and platting documents of the subdivision.

(j) Construction Plans: In addition to other matters identified above, the following matters shall be included in the set of construction plans presented to the Architectural Committee for review and approval prior to initiation of construction:

- (i) House location on lot;
- (ii) Construction drawings (floor plans, floor elevations, basement or footing/foundation plan, sections/details, sump pump discharge, etc.);
- (iii) Setbacks, utility easements;

- (iv) Site development (driveway, patios, decks, accessory buildings, sewer service connections, etc.);
- (v) Exterior materials and colors for roof, walls (siding, brick, etc.) and trim (windows, shutters, molding, etc.)
- (vi) Finish floor elevation relative to front yard property line;
- (vii) Grading plan;
- (viii) Landscape plan;
- (ix) Fence design; and
- (x) Front and/or rear yard light location.

7. Maintenance of Site During Construction: During the course of construction all materials and equipment shall be stored only on the site on which construction is under way; debris and waste involved in the construction shall be confined to the site 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 developer 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.

8. 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.

9. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his or her respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walks

and residences must be paved with concrete or asphalt. Driveways between the sidewalks and street shall be paved with concrete a minimum of six inches (6") thick.

10. Temporary Residences: 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.

11. Satellite Dishes: Satellite dishes in excess of one (1) meter (39.37 inches) in diameter shall not be allowed on any lot in the subdivision. Any satellite dish that meets the foregoing size restriction shall be allowed, provided it shall be securely fastened down so that it shall not be blown loose or otherwise create a safety hazard.

12. Swimming Pools: No above ground swimming pools shall be allowed in the subdivision.

13. Signs: Small signs identifying fence and/or security companies servicing the property shall be allowed. Political signs within one (1) month of a municipal, state or federal election shall be allowed, provided such signs shall not exceed two feet by two feet (2' x 2') in size and shall be removed no later than two (2) days following the relevant election. One sign of not more than five (5) square feet advertising the property for sale or rent shall be allowed. Otherwise, no signs of any kind shall be displayed to the public view on any lot in the subdivision.

14. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way. No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way. 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 lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers or other equipment of the storage or disposal of such material shall be kept in a clean or sanitary condition. Debris waste involved in the construction shall be confined to the

lot on which construction is underway and shall be removed from the premises when the container is full or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. The Architectural Committee may clean up, or cause to be cleaned up, any construction site as it deems necessary and shall have the right to charge the lot owner for the cost of the clean-up. At no time may a lot owner dump debris on another owner's lot. The Architectural Committee shall have the right to have the originator of the debris pay the cost of the clean up by imposing legally enforceable liens

15. Parking of Recreational Vehicles: All property owners or residents in the Subdivision who own or possess any type of recreational vehicle, boat, boat trailer, or lake vehicle, shall provide an enclosed garage for storage of such vehicle(s).

16. 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.

17. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No person, firm or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation of grading incidental thereto.

18. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or in any dwelling unit, except that no more than two (2) dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

19. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers or other equipment of the storage or disposal of such material shall be kept in a clean

and sanitary condition, and stored in the garage except when put out for pick-up by the owner's sanitary service.

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

21. Homeowners' Association: Each owner of a lot in Clearview North Phase No. 1A subdivision, as well as each owner of a lot in any prior or subsequent phase of the Clearview North subdivision, shall by virtue of accepting a deed to the lot also accept and maintain membership in the Clearview North Subdivision Homeowners' Association (the "Association"), and shall be bound by the articles of incorporation, bylaws and rules and regulations of the Association in addition to these covenants, and shall pay all assessments levied by the Association (including without limitation any regular dues, special assessments and/or fines for late payment and/or non-compliance) as determined in accordance with its articles of incorporation, by-laws, rules and regulations, and these covenants, all as may be amended from time to time. Any future additions to the Clearview North Subdivision shall also provide for each lot owner to become a member of the Association. Notwithstanding the foregoing, no lot in the Clearview North Subdivision shall be subject to any assessment or other charge by the Association for any time prior to the date a lot is first transferred by the developer to a third-party that is not affiliated with the developer. After the date the lot is first transferred to a third party that is not affiliated with the developer, the lot shall be assessed on a pro rata basis for the current year and full years thereafter, and the lot owner shall be a member entitled to vote on Association matters. The developer shall exercise the authority of the board of directors of the Association until such time as the Developer in its sole discretion, designates and turns-over control of the Association to a first board of directors. After the initial term(s) of the developer designated first board of directors, the board of directors of the Association shall consist of persons duly elected as provided in the bylaws.

22. Waiver of Restrictions: These restrictive covenants may be waived in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than

three-fourths of the lot owners; however, in no event may the provisions of Paragraph 21 or 25 hereof be amended, nor may any owner be voluntarily or involuntarily removed as a member of the association.

23. Enforcement: Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

25. Covenants Running With the Land: The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

TAG ALONG ASSOCIATES, L.P.,

By: Atkins Group Management Company, LLC,
general partner

By: _____
Susan A. Atkins, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Susan A. Atkins, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and the Manager of Atkins Group Management Company, LLC, the general partner of TAG Along Associates, L.P., appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and the free and voluntary act of said limited liability company and limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2016.

Notary Public

This Instrument Prepared by and After Recording Return To:

Matt C. Deering
MEYER CAPEL, A PROFESSIONAL CORPORATION
306 West Church Street, P.O. Box 6750
Champaign, IL 61826-6750