

CHICAGO TITLE INSURANCE CO.

WESTWOOD TRACE
An Addition to Champaign County, Illinois
Protective Covenants

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

THE CHAMPAIGN NATIONAL BANK, a corporation, of Champaign, Illinois, as Trustee under Trust Agreement dated July 15, 1987, and known as Trust Number 030-876-326, and as the record and legal owner of certain real estate, makes this Certificate as to such real estate described as follows:

A tract of land being a part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 19 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

The South West 1/4 of the South West 1/4 of Section 9, Township 19 North, Range 8 East of the Third Principal Meridian, except that portion of the land taken for highway purposes, situated in Champaign County, Illinois, and except a parcel of land being part of the South West 1/4 of the South West 1/4 of Section 9, Township 19 North, Range 8 East of the Third Principal Meridian, situated in Champaign County, Illinois, described as follows:

Beginning at a point on the south line of the South West 1/4 of said Section 9 located 110 feet East of the South West corner of the South West 1/4 of said Section 9; thence North along a line perpendicular to the centerline of FAS Route 1514 (SBI Route 10) for 33.33 feet; thence deflect 63 Degrees, 41 Minutes, 22 Seconds to the left, Northwesterly, (incorrectly described as 26 Degrees, 18 Minutes, 38 Seconds to the left in the right-of-way description of S.B.I. Route 10), along the existing East right-of-way of C.H. 57 (Staley Road) for 15.79 feet; thence deflect 153 Degrees, 41 Minutes, 22 Seconds to the right, Easterly, along a line parallel to and 40 feet North of the centerline of FAS Route 1514 for 651.76 feet; thence deflect 90 Degrees to the right, Southerly, for 42.26 feet; thence deflect 89 Degrees, 49 Minutes, 38 Seconds to the right, Westerly, along the South line of the South West 1/4 of said Section 9 for 637.6 feet to the place of beginning, containing 0.61 of an Acre, more or less, which includes 0.46 of an Acre, more or less, within the limits of FAS Route 1514.

Owner states that the same was caused to be surveyed and platted by Stephen A. Kurth, an Illinois Registered Land Surveyor No. 1945, and the undersigned does hereby adopt, ratify and confirm the plat prepared by said Surveyor and name such subdivided real estate "WESTWOOD TRACE, an Addition to Champaign County, Illinois", and the undersigned does hereby dedicate the tracts marked "Fieldstone Road", "Springfield Avenue", and "Staley Road", and that part set aside as utility easements to the public, for the public use, and the undersigned does dedicate for public use all of the utilities such as water mains, storm sewers and sanitary sewers located within the easements for public utilities and/or drainage to the public for public use forever.

Each of said lots in said Subdivision on which there appears a broken line designated in the plat as "easement for public utilities and/or drainage" is subject to a permanent easement five, ten or proper feet in width as shown thereon for the installation and maintenance of gas, telephone and power lines, water and sewers, and any other utilities which may be needed for the benefit of the public and any or all of the lots in said Subdivision.

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

AREA OF APPLICATION

The proposed covenants below, in their entirety, shall apply to Lots 1 through 13, inclusive, as shown on the plat of said Subdivision.

COVENANTS

1. Architectural Control:

(a) Committee Membership: The Architectural Control Committee is composed of:

Josef C. Hallbeck
Greg A. Millage
Daniel J. Hallbeck
Richard J. Hallbeck

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. When all lots have been sold, the Board of Directors of the Owner's Association shall be entitled to name the four members of the Architectural Control Committee, including the designation of a successor in the event of death or resignation of any member of the Committee.

(b) Powers: It is the purpose of architectural control to promote the development of WESTWOOD TRACE, an Addition to Champaign County, Illinois, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not, in the Committee's opinion, benefit and enhance the development of the area; such approval, however, shall not be unreasonably withheld.

(1) Building Plats, Etc.: No building, 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, including landscaping, parking, ingress and egress and placement of all outdoor signs, 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, with planned landscaping, parking, ingress and egress, and placement of all outdoor signs, as finally approved, is deposited for permanent record with the Architectural Committee.

(2) 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.

(3) 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.

(4) Waiver of Liability: The approval by the Architectural Committee of any plans and specifications, plot plan, grading, landscaping

or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by 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 the real estate, shall be in any way responsible or liable for the damage or loss, for any error or defect which may or may not be shown on any plans or specifications or on any plot or grading or landscaping plan, or other plan, or any building or structure or work done in accordance with any other matter whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.

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

2. Buildings: It is the intent and purpose of these covenants to assure that all buildings 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. All buildings shall be of masonry construction.

3. Building Location: No building constructed shall cover more than forty percent (40%) of the total lot area. No building shall be located on any lot nearer than fifty (50) feet to the street right-of-way, nearer than fifty (50) feet to the rear lot line or nearer than twenty (20) feet to a side property line, except that forty (40) feet side yard shall be required for any building over one story or twenty-five (25) feet in height.

Where a building site consists of more than one lot, the above provisions shall be applicable to the boundary lines of the building site rather than the platted lot lines. Accordingly, the Architectural Committee shall have the power to increase the side yard requirements to a minimum of fifteen percent (15%) of the width of the building site which consists of more than one lot; this power is in addition to the power of the Architectural Committee set forth in Paragraph 1, Subparagraph (b) above.

4. Lot Use: Owners and Lessees of a lot shall use such lot only in the operation of institutions and laboratories, light manufacturing, processing, assembling, or storage of products and materials and any administrative offices in connection with such uses, provided that such uses are not and will not be offensive by reason of the emission of dust, gas, smoke, noise, fumes, odors, vibrations or otherwise. Any use shall be consistent with light industry zoning under applicable ordinances of Champaign County, Illinois, or other governmental entities with zoning

jurisdiction over the property. No outside storage of products, materials or equipment shall be permitted except in an area enclosed by a fence or wall approved by the Architectural Committee.

5. 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. The owners of lots 1, 4, 8, 10, 11 and 12 shall maintain the areas provided for ponds, swales and surface drainage located on those lots. Lot 12 may be required to provide on-site storm water run-off detention within a parking, landscaped, or pond area(s), and/or to direct surface storm water run-off into the lake area along the East lot line. Such detention volume (if required) will be calculated at the rate of 0.2 feet per acre of lot as stipulated in current City of Champaign design policies.

6. Permissible Buildings and Order of Construction: All buildings erected on any building site shall be of masonry construction of good quality suitably adapted for use in the construction of such buildings, 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 main or primary building. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any primary building and which are promptly removed upon completion of such primary building.

7. Maintenance of Lot Site during Construction: During the course of construction all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place, of debris, upon the premises 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.

8. 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.

9. 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 in an area enclosed by a fence or wall approved by the Architectural Committee.

10. 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.

11. Sewerage System: Sanitary sewers have been installed in the subdivision for future connections when available. Until connection is available, multiflow, jet or equal systems shall be installed and used in accordance with applicable governmental requirements.

12. Automobile Parking: The owner of each lot, or lessee thereof, shall provide automobile parking spaces paved with asphalt or concrete and in accordance with applicable ordinances of Champaign County, Illinois, or other governmental entity with jurisdiction over the property. No overnight storage of vehicles shall be permitted except where in an area enclosed by a fence or wall approved by the Architectural Committee.

13. Loading Area: The owner of each lot, or the lessee thereof, shall provide no less than one (1) permanently maintained loading space paved with asphalt or concrete not less than ten (10) feet in width, twenty (20) feet in length and fourteen (14) feet in height for each forty thousand (40,000) square feet of building area.

14. Sidewalks and Driveways: Each owner shall repair and maintain in good condition any sidewalk provided for each lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walks and buildings shall be paved with concrete or asphalt. Driveways between sidewalks and street and all sidewalks shall be paved with concrete or asphalt, or Portland Cement, minimum of six (6) inch thickness. The owners of Lots 1, 7, 8, 11, 12 and 13 shall, if requested in writing by the City of Champaign at any time, install sidewalks at such owner's expense along the north side of

Springfield Avenue and the east side of Staley Road contiguous to owner's lot, the construction of which will be in compliance with applicable ordinances of the City of Champaign.

15. Lighting: Each lot owner, or lessee, shall upon occupancy of a lot, install and maintain electric post lights ten (10) feet in from the property line and along the street at intervals of two hundred (200) feet. The location of each post light and specifications thereof shall be as determined by the Architectural Committee. The purpose of this provision is to provide lighting uniformity throughout the Subdivision consistent with safety and crime prevention. The lights shall be illuminated during the hours of darkness and shall be equipped with automatic control devices for such purpose.

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; weeds on vacant lots shall be cut when twelve (12) inches high. If the lot owner fails to do so the Architectural Committee may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed \$100 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.

17. Waiver: The failure of the Architectural 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.

18. 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 Owners Association shall also have the power to seek appropriate remedy for the enforcement of these covenants, and the City of Champaign shall have the power to seek appropriate remedy for the enforcement of Paragraph 14 hereof.

19. Authority to Release Rights: The owners of all lots in WESTWOOD TRACE, An Addition to Champaign County, Illinois, shall have the authority at any time to release all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area and upon the recording of such waiver 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, except the provisions of Paragraph 14 relating to the construction of sidewalks along Springfield Avenue and Staley Road.

20. Owners Association: All lot owners shall be members of WESTWOOD TRACE Owners Association, a not-for-profit corporation organized under the

laws of the State of Illinois. All lot owners agree to accept membership in said Association and to abide by 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 80% of the lots. It is further specifically understood that fire service protection shall be contracted for the subdivision through the Owners Association and that each lot not within the City of Champaign will be subject to an assessment for its prorata share of the expenses of the contract with the fire department and for fire hydrant rental. 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 WESTWOOD TRACE against which such assessments are made, including assessments for fire protection service, so long as said owner's land is not incorporated within the boundaries of the municipality of the City of Champaign, Illinois. 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.

Accordingly, the Owners Association shall have the following powers:

- (a) Authority to enforce these covenants;
- (b) Authority to levy a fire protection assessment, including hydrant rentals and to have assessment collected as a part of real estate taxes;
- (c) Authority to levy dues assessments.

The foregoing provisions contained in Paragraph 20. shall not apply to Owner herein, the Champaign National Bank, Trustee Under Trust Number 030-876-326.

21. Term: Except as provided in Paragraph 20, these covenants are to run with the land and shall be binding upon all owners and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by those persons or entities then owning a majority of the platted lots in WESTWOOD TRACE, An Addition to Champaign County, Illinois, and the City of Champaign, Illinois, has been recorded, agreeing to change said covenants in whole or in part.

22. 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,

RIDER ATTACHED TO AND MADE A PART OF THE
OWNER'S CERTIFICATE - WESTWOOD TRACE, AN ADDITION TO CHAMPAIGN
COUNTY, ILLINOIS - PROTECTIVE COVENANTS

DATED 10 August 1988 UNDER TRUST NO. 030-876-326

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally by are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the CHAMPAIGN NATIONAL BANK on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.