

PONDS OF WINDSOR
An Addition to the City of Champaign,
Champaign County, Illinois

Protective Covenants

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

HALLBECK HOMES, INC., an Illinois corporation, as the record and legal owner of certain real estate, makes this Certificate as to such real estate described as follows:

The East Half of the East Half of the Northeast Quarter of the Northwest Quarter of Section 26, Township 19 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois.

Owner states that the same was caused to be surveyed and platted by Stephen A. Kurth, a Registered Illinois Professional 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 "PONDS OF WINDSOR, An Addition to the City of Champaign, Champaign County, Illinois", and the undersigned does hereby dedicate the tracts marked "Windsor Road", "Stillwater Drive", "Lancaster Drive", and "Countryside Place", and that part set aside as 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 to the public for public use forever.

Each of said lots in said subdivision on which there appears a broken line designated as "Easement" is subject to a permanent easement ten, fifteen, twenty 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 any or all of the lots in said subdivision and for the public.

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:

94 R 24332

DOC # _____
CHAMPAIGN COUNTY, ILL
CC-39

'94 SEP 16 PM 2 5D

Quinn A. Gelboin

RECORDER

INDEXED

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 main buildings is permitted.

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

Dwelling: Any building occupied or designed to be occupied 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.

Developer: Hallbeck Homes, Inc.

Zero Lot Line Development: This is a zero lot line development as established in the Final Plat, Annexation Agreement and ordinances of the City of Champaign.

AREA OF APPLICATION

The proposed covenants below, in their entirety, shall apply to Lots 1 through 42, inclusive, as shown on the plat of said subdivision, PONDS OF WINDSOR.

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 two (2) cars, and other accessory buildings incidental to residential use, except as to Lots 41 and 42 on which no structures shall be allowed except those incidental to storm water management and utilities.

2. Architectural Control:

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

Richard J. Hallbeck

Greg A. Millage

Daniel 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 Ponds of Windsor Homeowner's Association shall be entitled to name the three 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 residential development of PONDS OF WINDSOR, An Addition to the City of Champaign, Champaign County, Illinois, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

(1) Building Plats, Etc.: No building, dwelling, fence, or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan of the building site shall have been submitted to and approved by the Architectural 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) 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, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.

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

3. Minimum Dwelling - Quality and Size: It is the intent and purpose of these covenants to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. For single family dwellings, the ground floor area above surrounding grade or the main structure, exclusive of open porches and garage, shall be not less than 1,300 square feet, for a dwelling of less than two stories; in the event the main structure is a two-story dwelling, the ground floor area, exclusive of open porches and garage, shall be not less than 750 square feet, and the total required floor area shall not be less than 1,500 square feet, exclusive of open porches and garage.

4. Building Location: No dwelling shall be located on any lot nearer than twenty-five (25) feet to the front street right-of-way or nearer than twenty (20) feet to the rear lot line. No part of a dwelling shall be located nearer to a side lot line than six (6) feet unless a different distance is in compliance with the zero lot line development allowances pursuant to the ordinances of the City of Champaign, and in such event the distance between dwellings shall be no less than twelve (12) feet. No doors shall be permitted in any wall sited on a lot line. With respect to all lots, no structures or fences shall be erected in the front set back lines.

5. Dwellings per Building Site: Only one dwelling structure shall be constructed per building site; no replatting or subdividing of these lots shall be permitted, the effect of which would be to reduce the area of width below ninety percent (90%) of the area and width as platted.

6. Easements:

(a) 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 easement areas.

(b) A six (6) foot wall maintenance easement shall exist on any lot adjacent to a zero lot line dwelling placement which, with the exception of fences, shall be kept clear of structures. Roof overhangs may penetrate the easement on the adjacent lot a maximum of twenty-four (24) inches, but the roof shall be so designed that water runoff from the dwelling placed on the lot line is limited to the easement area.

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

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

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

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

13. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or 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. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from either side of a driveway and a point on the edge of the driveway towards the building fifteen (15) feet from the street right-of-way line.

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

19. 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.

20. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walk and residence must be paved with concrete or asphalt. Driveways between the sidewalk and street shall be paved with concrete or asphalt, or Portland Cement, minimum of six (6) inch thickness.

21. 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. These provisions shall not apply to Lots 41 and 42.

22. 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 \$50 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.

23. 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.

24. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Homeowner's Association shall also have the power to seek appropriate remedy for the enforcement of these covenants. The City of Champaign, Illinois, shall have the right to enforce applicable City ordinances.

25. Authority to Release Rights: The owners of legal sites in PONDS OF WINDSOR, An Addition to the City of Champaign, 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.

26. Homeowner's Association: It is understood that all lot owners shall be members of the PONDS OF WINDSOR Homeowner's 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 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. 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 PONDS OF WINDSOR 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.

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

- (a) Authority to enforce these covenants.
- (b) Authority to levy dues assessments.

The foregoing provisions contained in 26. shall not apply to Owner herein.

Owner shall convey to the Homeowner's Association title to Lots 41 and 42 after completion by Owner of the construction required thereon and after formation of the Homeowner's Association.

27. Term and Amendments: Except as provided in Paragraph 26, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a person or persons then owning a majority of the platted lots in PONDS OF WINDSOR, An Addition to the City of Champaign, Champaign County, Illinois, has been recorded, agreeing to change said covenants in whole or in part.

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.

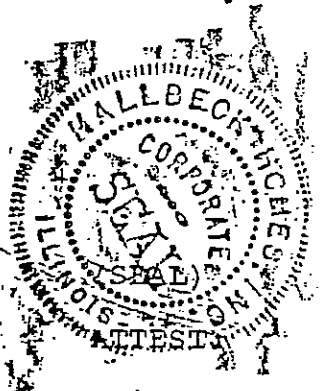
29. Satellite Dishes, Antennas & Other Equipment: No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently.

30. Interpretation Consistent with City of Champaign Ordinances: Application of any provision contained herein, and interpretation thereof, shall be consistent with the applicable ordinances of the City of Champaign.

IN WITNESS WHEREOF, this instrument has been executed by the Owner of that tract of real estate included in PONDS OF WINDSOR, An Addition to the City of Champaign, Champaign County, Illinois, the same being HALLBECK HOMES, INC., an Illinois corporation, which has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its President and attested by its secretary this 9th day of August, 1994, at Champaign, Illinois.

HALLBECK HOMES, INC., an Illinois Corporation,

BY: Joseph C. Hallbeck
Joseph C. Hallbeck, President



Helen M. Lawler
Secretary



Huntington Development Corporation • Atech Consultants

201 West Springfield, Suite 300, P.O. Box 140, Champaign, Illinois 61824-0140 217-352-6976 217-356-0563 FAX 217-352-5513

September 9, 1994

Naomi Jakobsson
Champaign County Recorder
101 East Main Street
Urbana, Illinois 61801

Re: Final Plat
Ponds of Windsor
ACI Project No. 3162

Dear Mrs. Jakobsson:

I, Stephen A. Kurth, being Illinois Professional Land Surveyor No. 1945, hereby designate that Chicago Title Insurance Company record the Plat titled "Ponds of Windsor, an Addition to the City of Champaign, Champaign County, Illinois", as done for the Owner, Hallbeck Homes, Inc. Said Plat being signed and dated by me on May 20th, 1994.

Very truly yours,
ALTECH CONSULTANTS, INC.

Stephen A. Kurth
Illinois Professional Land Surveyor No. 1945



SAK/cls/1112/recordpl



PONDS OF WINDSOR
*An addition to the City of Champaign,
Champaign County, Illinois*

DOC # _____
CHAMPAIGN COUNTY, ILL

First Amendment to Protective Covenants 97 NOV 10 PM 3 51

STATE OF ILLINOIS)
) SS
CITY OF CHAMPAIGN)

Barbara A. Prasca
RECORDER

We, the record and legal owners of a majority of the platted lots in Ponds of Windsor, An addition to the City of Champaign, Champaign County, Illinois, as per plat and Owner's Certificate recorded September 16, 1994 in Plat Book "CC" at page 39 as Document No. 94R24682, situated in the City of Champaign, Champaign County, Illinois, in accordance with the provisions of paragraph 27 of the covenants, which provide for a change of the covenants in whole or in part by a recorded instrument signed by persons then owning a majority of the platted lots in Ponds of Windsor, an addition to the City of Champaign, Champaign County, Illinois, hereby make these amendments to the covenants:

We hereby incorporate by reference, as though fully set forth herein, covenants 1 through 30, inclusive, of the Owners Certificate for Ponds of Windsor, an addition to the City of Champaign, Champaign County, Illinois recorded as Document No. 94R24682 in Book "CC" of plats at Page 39 in the recorder's office of Champaign County, Illinois, as though fully set forth herein, but subject to the following deletions and additions:

Covenant No. 29, "Satellite Dishes, Antennas, and Other Equipment" is deleted and the following covenant No. 29 is substituted in lieu thereof:

29. Satellite Dishes, Antennas, and Other Equipment.

No satellite dishes larger than 18" in diameter, 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.

IN WITNESS WHEREOF, this instrument has been executed by the owners of a majority of the platted lots in Ponds of Windsor, an addition to the City of Champaign, Champaign County, Illinois on the days and year below written.

**Lots, 1,2,4,8,9,10,11,13,14,
26,27,28,29,30,31,37,38,
39,40,41,42**

Dated 11/3/97

Janis J. Patterson

Bank Illinois, a Corporation, of Champaign,
Illinois, as Trustee, under Trust No. 030 879 043

Exculpatory Provisions Limiting the
Liability
Attached are
Made a Part Hereof