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RECORDED ON

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CHAMPAIGN COUNTY

RECORDER

BARBARA A. FRASCA

REC FEE: 91.00

RHSPS Fee: 10.00

REV FEE:

PAGES 29

PLAT ACT:

PLAT PAGE: 1

INFORMATION COPY ONLY

OWNER'S CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR CLEARVIEW SUBDIVISION NO. 1

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

Clinton C. Atkins, an individual, (herein "Owner")
being the sole owner of the following described real
estate:

SEE ATTACHED EXHIBIT "A"

has caused the same to be surveyed by William E.
Sheridan, professional Illinois Land Surveyor No.
2031, and has subdivided real estate into lots (the
"Lots"), with utility easements as shown on the
annexed plat, (herein the "Plat") bearing the
certificate of said William E. Sheridan, under date of
08/03/07, said subdivision to be known as
CLEARVIEW SUBDIVISION NO. 1, and to be part
of a larger development comprised of other
subdivisions platted under the name of
CLEARVIEW (herein collectively known as "the
entire Clearview Subdivision") by Owner or his
successors and assigns, an addition to the City of
Champaign, Illinois, situated in the City of
Champaign, Champaign County, Illinois.

Owner hereby grants and dedicates to the City of Champaign, County of
Champaign, Illinois for the use of the public forever, the avenues, drives, streets and
roads, hereinafter referred to as streets shown on said plat and located in the City of
Champaign, each of which streets shall be perpetually known by the respective names
designated on said plat, and Owner further grants and dedicates perpetually the tracts
shown on the Plat as "utility easements" to the City of Champaign, Champaign County,
Illinois, for public utility purposes, including but not limited to water, sanitary sewer,

storm sewer and drainage, gas, telephone, electricity, and cable television. All such utility improvements shall be located underground.

Such Grantee 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, except as noted herein. No person shall obstruct said easement unless the Grantee with authority to do so authorizes said obstruction in writing, except that the Owner, his successors and assigns, and the owners of the Lots shall be allowed to pave over such easements. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the Lot owner shall bear the cost of repair or replacement of any such items damaged or destroyed as a result of use or maintenance of the easement for utility purposes. The cost of removing any unauthorized obstruction shall be borne by the owner of the Lot on which said obstruction is located.

Owner hereby certifies that all of the property described above is located in Champaign Community Unit No. 4 School District.

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

DEFINITIONS

For the purpose of this Owner's Certificate and Restrictive Covenants, certain words and terms are hereby defined.

Accessory Buildings. A building subordinate to and used for the purposes customarily incidental to the primary or principal use, building, or structure, e.g., a maintenance building, garage, or storage facility, dumpster enclosure or generator enclosure. It may be either attached to or detached from a principal or primary building. In no case shall it dominate in area, height, extent, or purpose a principal or primary building.

Accessory Structures. A structure subordinate to and used for the purposes customarily incidental to the primary or principal use, building or structure, e.g. a dumpster enclosure or generator enclosure. It may be either attached to or detached from

a principal or primary building or an accessory building. In no case shall it dominate in area, height, extent, or purpose a principal or primary building or accessory building.

Annexation Agreement. The Annexation and Development Agreement dated January 10, 2007 between the City of Champaign, Illinois, and Clinton C. Atkins.

Developer. Clinton C. Atkins, his successors, assigns, lessees and licensees as to any Lot in the subdivision.

Hazardous Substance. Any matter or materials giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., or any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, or clean air and water ("Environmental Laws")

Open Space Ratio. Open space ratio applicable to the properties in the subdivision shall be in conformance with and as defined by the City ordinances of the City of Champaign.

Owner. Clinton C. Atkins and all heirs, grantees, purchasers, lessees, executors, assignees and successors in interest as to any Lot in the subdivision.

Primary or Principal Building. A building used as an office building, commercial building, medical clinic, hospital or similar use. Structured parking decks may be considered to be a primary or principal building.

Subdivision. CLEARVIEW SUBDIVISION NO. 1, an addition to the City of Champaign, Champaign County, Illinois.

RESTRICTIONS

1. Area of Application. The covenants below, in their entirety, shall apply to all Lots as shown on the plat of CLEARVIEW SUBDIVISION NO. 1.
2. Incorporation of Plat. All notes and restrictions indicated on the Plat are incorporated herein by reference.
3. Interpretation Consistent with Annexation Agreement. Application of any provision contained herein shall be in accordance with provisions of the Annexation Agreement. Pursuant to the Annexation Agreement, the City of Champaign reserved the right to review the site plans for any development in this Subdivision. The review by the

Architectural Control Committee as provided for herein shall be in addition to the site plan review by the City of Champaign.

4. Zoning. The use of said Lots shall conform to the uses permitted by Section 37, IOP Interstate Office Park District of the zoning ordinances of the City of Champaign, Champaign County, Illinois.

5. Committee and Prior Approval of Plans.

Creation. The CLEARVIEW SUBDIVISION Committee (the "Committee") shall have the authority to approve or reject the placement of any structure, alteration or renovation on a Lot and is composed of the following three persons:

Clinton C. Atkins, 2805 S. Boulder Drive, Urbana, IL 61802

Mike Martin, 2805 S. Boulder Drive, Urbana, IL 61802

Mark Dixon, 2805 S. Boulder Drive, Urbana, IL 61802

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. At any time after December 31, 2027, the then record owners of 75% of the Lots in the 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.

(i) It is the purpose of the Committee to promote the development of CLEARVIEW SUBDIVISION NO. 1 in a manner likely to enhance the property value of the entire CLEARVIEW SUBDIVISION; therefore, the Committee shall have the right, power and general discretion to approve or reject any plans submitted if they do not benefit and enhance the development of the area.

(ii) The Committee shall have the power to reduce setback requirements subject to the zoning ordinances of the City of Champaign as amended from time to time.

(iii) After any building, structure or other improvements on any Lot in the Subdivision remains vacant for two (2) years or more, the Committee shall retain the power, in its sole discretion, to direct that the Lot owner have the improvements removed at the sole cost of the Lot owner. If the Lot owner fails to do so within 90 days of such written request, the Committee, in its sole discretion, may cause the improvements to be demolished or removed

and a lien may be filed against the property for such demolition or removal, plus costs of filing and reasonable attorneys' fees.

c. Procedures.

(i) Building Plans, etc. No temporary or permanent building, planting, dwelling, fence, signage, or other structure (including, but not limited to, antenna or satellite systems) 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, roof pitch, signage, and color scheme thereof, and building elevations, and a site plan showing lot lines, required yards, ingress and egress, boundaries of the building site, location of signs, utility extensions, site improvements, infrastructure, parking lots, distance from the boundaries of the building site to the buildings, and the grading plan of the building site shall have been submitted in duplicate to and approved in writing by the Committee, and until a copy of such plans and specifications, site plan and grading plan, with planned landscaping, exterior lighting, parking, ingress and egress, and placement of all outdoor signs, as finally approved is deposited for permanent record with the Committee.

For Lots featuring multiple primary or principal buildings, a master plan, which shall contain all of the plans and specifications required under this subsection (i), shall be submitted to outline the location of all future buildings and related features. The master plan must be reviewed and approved by the Committee prior to the construction of any improvements on the Lot. Should the then Lot Owner desire to make changes to the master plan at any time, the master plan shall be revised and submitted to the Committee and approved by the Committee before any further construction shall occur on the Lot.

(ii) Approval by Committee. The 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 30 working 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.

(iii) Right of Inspection. During any construction or alteration required to be approved by the Committee, any member of the Committee, or any agent

of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within the subdivision, and the improvements thereon, for the purpose of ascertaining whether the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

(iv) Waiver of Liability. The approval by the Committee of any plans and specifications, site plan, grading, or any 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 Committee nor any member thereof, nor the Owner, shall be in any way responsible or liable for any loss or damage, for any error or defect that may or may not be shown on any plans and specifications or on any site or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, or for removal of an abandoned building, structure or other improvement as provided for hereunder in Section 5(b)(iii), whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.

(v) Constructive Evidence of Action by 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 Committee and such certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

(vi) Enforceability. The Committee has standing to enforce these restrictive covenants. 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 prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

6. Use. For a period of 30 years from the date of recording of these restrictions, all Lot owners or their successors in title may select the use of their premises so long as such selection, and any subsequent selections, are made with the prior written consent of the Owner or his successors in interest, which shall not be unreasonably withheld, and further provided that:

(a) The use will maintain a high standard of quality and appeal found in the subject area, defined on the Plat, and other subdivisions comprising the Subdivision.

(b) The premises shall not be used for any lewd, immoral, unlawful, or objectionable purposes or for any other purpose that would injure the reputation of Owner or his successors in interest. 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 subdivision.

(c) Outdoor selling, storage and display of merchandise will not be permitted in the Subdivision. No carnivals, tent sales, flea markets, or similar activities shall be conducted on any lot without the express written approval of the Committee.

(d) The use shall not increase any of the financial obligations of Owner or his successors in interest for direct or indirect costs to install or maintain additional improvements to service the property for roads, utilities, sewer, drainage, landscaping, buffering or any other type of improvement beyond which Owner is obligated under the terms of these restrictive covenants.

(e) Without the express approval of the Committee, no business conducted on any Lot in the Subdivision shall utilize or permit any exterior public address system, external speakers or amplifiers or similar sound systems intended to be heard outside of the building on such Lot. No flashing, blinking or moving lights designed or positioned to be viewed outside the building are permitted. This clause shall not preclude the Owner or his successors from installing a message board, whether or not electronic, or a helicopter pad as permitted by the IOP zoning ordinance as adopted by the City of Champaign, Illinois.

(f) No overnight parking of freight hauling, service or delivery vehicles or vehicular trailers are permitted in the Subdivision. Mobile healthcare, radiology and /or MRI vehicles and trailers that are parked inside buildings or in fully screened enclosures (walls/ landscaping/ earthen berms) are permitted. It is intended that no such vehicles would be visible from the commons areas, streets, walks or highways.

7. 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.

8. Buildings. Multiple primary or principal buildings may be constructed on a Lot. 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.

Accessory buildings shall not be erected, constructed, or maintained prior to erection or construction of the initial primary or principal building on a Lot. Accessory buildings must be constructed of the same materials as the initial primary or principal building on the Lot. Accessory structures shall be built in close proximity to a primary or principal building. The provisions herein shall not apply to temporary buildings (i.e. construction trailers or temporary modular trailers) placed or erected by builders in connection with the construction or remodeling of any primary or principal building, accessory building or accessory structure, which are promptly removed upon completion of such primary or principal building, accessory building or accessory structure. Except for the permitted temporary use in connection with the construction or remodeling of any building or accessory structure, temporary buildings are strictly prohibited in the Subdivision.

No existing building (primary or accessory) shall be placed on or moved to any Lot.

9. Building Setbacks and Coverage. All buildings constructed, including primary and accessory buildings, shall cover no more than 40% of the total Lot area. No primary building, accessory building or accessory structure shall be located on any Lot nearer than 70 feet to the Interstate Highway right-of-way. No primary building, accessory building or accessory structure shall be located on any Lot nearer than 50 feet to the front lot line, 20 feet to the rear lot line or 20 feet to the side lot line. Exterior signs may be located within building setbacks, in accordance with City of Champaign regulations, but in no event closer than 10 feet to the Lot lines. Parking lots are not permitted within the setback areas. Multi-use trails and code mandated emergency vehicle lanes are allowed within the Interstate Highway setback, but in no event shall such features be located nearer than ten (10) feet to the Lot lines.

10. Street Sight Line Obstruction. No fence, sign, wall, hedge, tree, shrub, planting, or other lot improvement that obstructs sight lines at elevations between two (2) and eight (8) feet above the street pavement surface shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-ways and lines connecting them at points 30 feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street right-of-way 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, either edge of any driveway, and a line connecting a point 30 feet outward from the edge of the driveway 10

feet from the street right-of-way. In any case, said placement shall conform to the City of Champaign Code of Ordinances governing visibility triangles.

11. Building and Parking Requirements. Except with the prior written approval of the Committee, no primary or principal building, accessory building, or accessory structure shall be constructed or maintained in this subdivision unless the same shall conform to the following covenants and requirements:

(i) No primary or principal structure shall be less than twenty thousand (20,000) square feet.

(ii) Samples of all construction materials shall be submitted to the Committee for approval, as requested by the Committee. A primary or principal building shall utilize a minimum of three materials for building exteriors. Exterior materials from the following list are permitted: stone, brick, split face block, architectural pre-cast (panels or detailing), pre-cast or site cast concrete panels, architectural metal panels, glass, ornamental metal, composite metal panel. Large expanses of glass are allowed, up to seventy percent (70%) of the total façade area. No building may be constructed entirely of a metal and glass curtain wall. Standard concrete block is not allowed as an exterior material. Dryvit, stucco or EIFS (exterior insulation finish system) is permitted as an exterior material, up to 15% of the total façade area.

If a Lot contains more than one primary or principal building (exceeding 20,000 square feet), each primary or principal building will utilize a consistent pallet of exterior materials. The initial primary or principal building construction will set the standard for future primary or principal buildings to be built on the Lot. All accessory building and accessory structures shall utilize exterior materials similar to primary or principal buildings. Accessory buildings and structures must utilize a minimum of three materials for the exterior and the three materials shall be consistent with the exterior materials utilized in the initial primary or principal building.

(iii) All dumpsters, pallet storage, exterior generators, cardboard containers or other refuse or utilitarian areas shall be screened in a manner satisfactory to the Committee. Full height screening is required. Screening shall screen the view from all interstate highways, streets, commons areas, trails and other locations used by the public.

(iv) All docks, delivery bays or utilitarian areas shall be screened in a manner satisfactory to the Committee. Full height screening is required. Screening shall screen the view from all interstate highways, streets, commons areas, trails and other locations used by the public.

(v) All rooftop equipment (including but not limited to mechanical, HVAC and telecommunication equipment) shall be screened from public view. Such screening shall be designed and built in a manner that is consistent and shall be integrated into the overall building design in a manner satisfactory to the Committee.

(vi) No rooftop sign shall be erected or maintained with respect to any such building without approval of the Committee and unless the maximum height of the sign is no greater than the maximum roof height, including the height of any required screening elements.

(vii) No freestanding identification sign may be erected on the subject area without approval of the Committee. All freestanding signage in the IOP zoning district shall be designed as a monument sign only with a maximum height of eight (8) feet. For Lots exceeding 10 acres with multiple principal buildings, one freestanding sign will be permitted for each designated and principal area. Temporary signage of any kind is prohibited after building construction except one sign of not more than fifty (50) square feet advertising the property for sale or rent during construction, or signs used by the builder during construction, or signs of the Developer. Any such sign shall be in conformity with the City of Champaign sign and zoning ordinances.

(viii) The owner of each Lot of less than 10 acres shall be allowed an option of either a 200 square foot roof sign or a 200 square foot wall mounted sign located on each primary or principal building or a 200 square foot monument sign with a maximum height of eight (8) feet. For Lots exceeding 10 acres with multiple primary or principal buildings, the Owner may erect one 200 square foot freestanding monument sign, and a 200 square foot sign located on each respective principal building, provided that all such signs on such Lot shall either be roof signs or shall be wall mounted signs so that signage on all buildings on the Lot shall be consistent.

(ix) 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 the City of Champaign, Illinois, or other governmental entity with jurisdiction over the property. Minimum parking requirements shall be per the applicable City of Champaign parking requirements.

(x) Each owner shall repair and maintain in good condition any sidewalk, bike-path or public trail adjacent to each Lot until such time as the responsibility for repair and maintenance has been accepted by public authorities.

(xi) Driveways shall be paved with concrete or asphalt. All sidewalks shall be paved with portland cement concrete.

(xii) All parking lot lighting and other exterior lighting shall be designed, constructed and positioned to illuminate only the Lot and any buildings thereon and shall not bathe the adjacent Lots or property outside the Subdivision with excessive illumination. The exterior lighting shall conform to the exterior lighting theme established by the Committee for the Subdivision. Such exterior lighting theme shall be consistently used within the Subdivision. The Committee shall designate exterior light fixtures, poles, wallpacks, ballards and HID lighting (either metal halide or high pressure sodium at the direction of the Committee) to create a consistent appearance. Banners may be added to light poles. Energy efficient fixtures and controls are required.

(xiii) All landscaping plans (including but not limited to plantings, rocks, pavers and hardscape) must be submitted to and approved by the Committee. Each Lot shall utilize landscaping materials and landscaping design concepts that are uniform and that are complementary to the adjacent lots and the Clearview development. Irrigation is required for each Lot. At a minimum, the irrigation zones of each Lot shall include the perimeter of all primary and accessory buildings, along driveways and along the street frontage/ front yard landscaping.

(xiv) Primary building entrances shall be defined and articulated by architectural elements such as gables, porticos, archways, lintels, pediments, pilasters, columns, recessed nodes and other design elements appropriate to the architectural style and details of the building as a whole. Secondary entry points shall utilize similar architectural elements and design features as those required for primary building entrances.

12. Vacant Lots. Lots shall be maintained at all times free of weeds, high grass (exceeding 12"), and debris. If the Lot owner fails to do so the Committee may cause weeds and grasses to be cut or such related maintenance to be performed and a lien may be filed against the property for maintaining such vacant Lot, plus costs of filing and reasonable attorneys' fees. Lot owners are encouraged to plant natural/native prairie grasses in order to reduce the mowing and maintenance requirements for the Lots.

13. Site Development. Grading of each building site and setting of finish floor elevations of associated structures shall be completed such that water drainage around and away from completed structures does not encroach on adjacent properties. No Lot owner shall adjust the grade of his or its Lot in a manner which will cause a blockage or diversion of the planned drainage for the subdivision. Site improvements to individual lots sharing a property line shall be coordinated such that the improvements shall meet at equal grade as much as practical. The Lot area shall be sodded or seeded as soon as weather reasonably permits.

14. Access. No ingress/egress easements shall be granted and no access shall be constructed or utilized by the owner of any Lot, without receipt of the written consent of

Owner or his successors and assigns. All granted access shall conform to the following covenants and requirements:

(a) Each Lot shall have at least one principal access. Lots featuring multiple buildings or a campus of buildings may denote multiple principal access drives with the written consent of Owner or his successor and assigns. The principal access location shall be sited to comply with the City of Champaign requirements.

(b) Each Lot shall have at least one access that is designed and built to accommodate trucks (delivery, shipping, and receiving) and emergency vehicles, including ladder-type firetrucks, using a WB-60 turning movement criteria. All driveways shall utilize concrete barrier curbs. In the case where a Lot has only one access point, the principal access will also be designed as the truck access for the Lot. Within the right-of-way, the paving for the truck access will be designed and built to accommodate heavier truck loads.

(c) If a Lot has multiple access points, appropriate signage shall be installed to denote which access points are designated for delivery/shipping/receiving or for large trucks or large vehicles.

(d) The location of the access points onto public streets shall conform to the City of Champaign Manual of Practice. For lots facing each other, the respective site plans will align access drive locations onto public streets when possible.

All access roads and drives which are permitted to be constructed shall be curbed.

15. Temporary Structures. No trailer, basement, tent, shack, garage, barn, structure of temporary character or other outbuilding erected or situated on any Lot shall be permitted. An exception for construction trailers is permitted on a temporary basis as approved by the Committee as set forth in paragraph 8 herein.

16. Fences. Except as required for screening, no fences shall be allowed on any individual Lot without the advanced written approval of the Committee. Fences shall be designed and constructed of materials that are similar to and/or blend with those used on the initial primary or principal building. This may include ornamental metal (iron, steel, etc.), brick or pre-cast concrete. Chain link or other wire or steel mesh material shall not be allowed unless mandated by the U.S. Department of Transportation or the Illinois Department of Transportation.

17. Landscaping. All property owners shall provide and maintain landscaping as approved by the Committee. Complete landscape development of the Lot shall be required within a reasonable time period following construction, but not to exceed one year. Planting design plans showing species and exact locations of proposed plantings

shall be submitted and approved by the Committee prior to installation. A minimum of fifteen (15) percent of said Lot shall be designed planted areas consisting of the following materials: trees, evergreens, shrubs, lawn and groundcover. In addition, each lot shall be planted with at least two (2) shade trees of two (2) inch caliper or two (2) evergreens with a minimum height of six (6) feet at the time of planting and a minimum height of fifteen (15) feet height at maturity, per five thousand (5,000) square feet of open space. A mixture of planting materials and a mixture of tree species shall be required. Hardscape elements (reflecting ponds, patios, porticos, plazas, paved features) may comprise up to 15% pf the designated planted area of the Lot.

If said Lot is situated along a collector or arterial street, the landscape design of the Lot shall include provisions for planting strips along and facing the right-of-way. A planting strip, with a minimum width of ten (10) feet, shall be provided adjacent to any collector or arterial street, which shall be planted as follows: For each one hundred (100) linear foot increment along the right of way, the planting strip shall utilize a minimum of (a) two (2) shade trees or two (2) ornamental trees; and (b) ten (10) shrubs, which may be planted below the trees.

If said Lot is adjacent to the Interstate Highway, the landscape design of the lot shall include provisions for plantings within the Interstate Highway Setback, which shall be planted as follows: For each one hundred (100) linear foot increment along the interstate highway, the landscape design shall utilize a minimum of (a) one (1) shade tree; and (b) two (2) evergreens, which must be at least fifteen (15) feet tall at maturity. The Committee shall require a mix of native prairie grass and / or indigenous plants to be placed along all Interstate Highway buffers. Native shrub beds planted as massing areas (60'x 15') shall be utilized along the Interstate Highway buffer with a minimum of 20 shrubs for at least every 300 linear feet along the Interstate Highway. Shrubs selected shall be native indigenous species planted at a minimum of 6 feet on center.

18. Construction. 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 or a certificate of occupancy is issued by the governmental authorities. No construction shall be suspended for more than 20 working days, unless caused by labor disputes or weather conditions.

During any period of construction or repair, the Lot owner responsible for such construction and repair shall maintain proper safety procedures, including appropriate construction barriers. Insurance shall be kept in force for liability purposes during all times of construction.

Any construction use of easement areas for ingress and egress, if applicable, shall be minimized during normal business hours as much as is reasonably feasible so as to not

interfere with customer traffic and so as to not create offensive dust, debris, noise or fumes. Any damage to streets or to parking or access areas, wherever located, caused by construction traffic shall be promptly repaired by the Lot owner so as to place such damaged area in the condition that existed immediately prior to the construction period. If, during any phase of construction activities, disruptions occur which obstruct or otherwise negatively affect the customer traffic flow or business activities of the other Lot owners, the Committee may direct the Lot owner to immediately cease and desist using the contractors causing said disruption, and the Lot owners shall promptly comply with such direction. Failure by such Lot owner to comply shall entitle the Committee to a preliminary restraining order and an injunction restraining the Lot owner from continuing construction until the disruptions are remedied by the Lot owner and such contractors.

19. Construction Maintenance. No building materials shall be placed or stored upon a Lot 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. 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 weekly or be suitably covered. Debris shall be stored in containers to avoid blowing upon adjacent Lots. Tarps or lids for such containers are required. Owner or Owner's contractor shall be responsible for the daily disposal of trash and debris. No burning shall take place upon the Lot except in compliance with applicable ordinances of the City of Champaign. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.

20. Easements. Easements for vehicular and pedestrian traffic and for the installation, operation, and maintenance of underground utilities, drainage facilities, sidewalks, bike-paths, traffic signals, controls and appurtenances are dedicated as noted on the recorded Plat. No building or accessory building within the subdivision shall be supplied with utility service lines above the surface of the ground, excepting therefrom transformer installations and service pedestals. Each Lot owner shall grant a written easement for such underground service as noted on the recorded Plat 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 that may damage or interfere with the installation, operation or maintenance of the utilities, except as noted herein. Use of easements for pedestrian and vehicular traffic shall be non-exclusive and shall be in common with all other Lot owners in the Subdivision and their licensees, invitees and permittees. Such easement areas shall not be obstructed nor shall the free flow of pedestrian and vehicular traffic be impeded or interfered with, except to the extent required for reasonable repair and maintenance. Each Lot owner shall repair and maintain that portion of the pedestrian and vehicular traffic easement and any traffic signals or controls located on his Lot.

21. Sewerage System. No individual sewage disposal system shall be installed or maintained on any Lot.

Sanitary sewerage drainage outlets shall not be connected with the storm drainage system; storm or surface drainage outlets shall not be connected with the sanitary sewerage drainage system.

Development of individual Lots shall include provisions for underground storm sewer systems to connect to public storm sewers, as shown on construction plans approved by the City of Champaign. Responsibility for such connections and cost shall be borne by the Lot owner at time of development of the subject Lot.

22. Walks and Trails. Unless waived in writing by the Committee, all Lot owners shall add and connect walks near primary or principal buildings and accessory buildings in a way that connects the walks to multi-use trails in the vicinity of said Lot or within said Lot. Lot owners shall continue multi-use trails across all lots which adjoin an existing multi-use trail unless waived in writing by the Committee.

23. Declaration of Condominium. Nothing herein contained is intended to prevent a single Lot owner from establishing a Declaration of Condominium for that particular Lot(s).

24. Clearview Subdivision Detention Basin Association. All Lot owners in the entire Clearview Subdivision shall be members of the CLEARVIEW SUBDIVISION DETENTION BASIN ASSOCIATION (the "ASSOCIATION") now or hereafter in existence and shall be entitled to one vote per Lot. A Lot shall include all unit owners within a Declaration of Condominium. All members shall be bound by the bylaws, rules and regulations of said ASSOCIATION and shall maintain membership therein so long as Lot ownership is retained.

All Lot owners in the entire Clearview Subdivision shall pay a pro rata share of any assessments or dues pertaining to the maintenance, or dredging of the detention basins, regardless of the number of dwelling units, office buildings, or other structures on each Lot. The pro rata share of each Lot in the entire Clearview Subdivision shall be based upon the ratio of the square footage of such Lot divided by the total square footage of all such Lots utilizing the basins. Such detention basin costs shall be assessed by the ASSOCIATION. The ASSOCIATION shall submit to the Lot owner an invoice indicating the total cost of such assessment item and the Lot owner's pro rata share. The Lot owner shall pay such assessment to the ASSOCIATION within 30 days of receipt of such invoice.

Failure to timely pay the assessment shall entitle the ASSOCIATION to place assessment liens against any Lot for any unpaid assessments; moreover, said ASSOCIATION shall be entitled to recover reasonable attorneys' fees incurred in the filing and enforcement of such lien.

No pollutants shall be discharged into the detention basins. Lot owners shall be responsible for prohibiting the discharge of pollutants from their respective Lots into the detention basins. A violation of this provision shall subject the Lot owner or unit owner to a penalty of up to One Thousand Dollars (\$1,000.00) for each violation, if any, and up to Five Hundred Dollars (\$500.00) per day for each day that such owner permits the violation to continue to occur after notice thereof, plus attorney and consultant fees incurred to remediate such violation. In addition, such offending owner shall initially pay or shall reimburse the ASSOCIATION the actual costs incurred in effecting the remediation.

The ASSOCIATION shall have the following powers:

- (1) Power to enforce these covenants.
- (2) Power to make reasonable rules and regulations and enforce same.
- (3) Power to levy dues assessments for maintaining the detention basins and commons.
- (4) Power to incur and pay all incidental costs such as insurance, legal, accounting, engineering, or other consulting services.

The ASSOCIATION shall have the responsibility for maintaining the detention basins, including but not limited to the following duties:

- (1) Maintenance of the detention basins.
- (2) Dredging of the detention basins.
- (3) Remedy of any contamination of the detention basins.
- (4) Contracting for all work directly or indirectly related to the above responsibilities including but not limited to construction, dredging, insurance, legal, accounting, engineering, or other consulting services.

Owner has or will install storm water conveyance tile and other structures to drain storm waters from lots in the subdivision(s) which will be developed by Owner into the detention pond shown on the Plat of Clearview Subdivision. Owner shall insert provisions in the Owner's Certificate for any such subdivision, requiring the owners of lots in such Subdivision to join the Clearview Subdivision Detention Basin Association, to pay dues and assessments as provided herein, and to refrain from permitting contaminants from entering into the detention pond.

25. Option to Dedicate the Detention Basins. Lot owners in CLEARVIEW SUBDIVISION NO. 1 acknowledge and agree that if all of the Lot owners in the entire

Clearview Subdivision that own respective portions of the Detention Basin easement area agree, they may dedicate or otherwise convey the Detention Basin easement area to an entity including, but not limited to, the City of Champaign, the Champaign Park District, or preservation groups, provided any such entity consents to accepting such dedication.

26. Utilitarian Areas. Utilitarian zones and docks may not face any waterways or detention basins. No pallets or crates that are visible may be stored on any Lot. If the Lot owner fails to comply with this provision, the Committee may cause the trash, garbage, pallets, crates, or other waste to be removed and a lien may be filed against the property for this removal, plus costs of filing and reasonable attorneys' fees.

27. Hazardous Waste. No Lot owners shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in their respective Lot. Lot owners shall not do, nor allow anyone else to do, anything affecting their Lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their Lot of small quantities of Hazardous Substance that are generally recognized to be appropriate to normal uses, maintenance of the premises, or retail sale in the ordinary course of business.

If the Lot owners learn, or are notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting their Lot is necessary, the Lot owners shall promptly take all necessary remedial actions in accordance with Environmental Law. The definitions of Hazardous Substance and Environmental Law for the purposes of this Paragraph 27 shall be identical to the definitions found on page 3 of this Certificate.

28. Maintenance. The owner of each Lot shall maintain and keep in good repair the parking facilities, and landscaped areas on its own parcel, and shall keep such parking areas clear and free of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting. The owner of each Lot shall keep all improvements in good order (i.e., roofing materials, shingles, exterior paint, asphalt pavement, landscaping, walls, etc.). The owner of each Lot shall be responsible for replacing plant and landscaping materials that have died or become unsightly. In the event the owner fails to comply with this provision, the Committee may replant the areas, bill the owner for the cost thereof, and file a lien against the Lot to secure the payment of the costs so incurred.

29. Severability. 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.

30. Term and Enforceability. Unless amended as provided herein, these covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years. In addition to the Committee, each Lot owner, the Owner, the owners of any and all Lots comprising other subdivisions herein known as the Subdivision, and a Lot owner's association formed under the restrictive covenants of such subdivisions shall have standing to enforce these restrictive covenants. 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 prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

31. Amendment of Covenants. Except for assessments provided for in Section 24, which cannot be changed without unanimous consent of all Lot owners in the entire Clearview Subdivision, these restrictive covenants may be amended or waived, in whole or in part, as to any one or more Lots at any time by the unanimous consent of all Lot owners in the Subdivision and after December 31, 2027, by an instrument signed, acknowledged, and recorded by 66% of the then record owners of the Lots in the Subdivision.

32. Additional Real Estate Subject to Covenants. Clinton C. Atkins, his heirs, grantees, purchasers, lessees, executors, assignees and successors in interest, reserves the right from time to time, within forth (40) years of the date of the recording of this Owner's Certificate of Dedication for the Subdivision, to make all or any portion of the real estate further described on Exhibit B attached hereto and incorporation by reference herein subject to the terms, conditions, rights and remedies of the covenants created hereby including, but not limited to, the provisions of Section 24, "Clearview Subdivision Detention Basin Association".

33. Waiver. The failure of the Committee, any building site owner, or the present owners 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 restrictions, conditions, covenants, reservations, liens, or charges.

IN WITNESS WHEREOF, this instrument has been executed on this 1st day of August, 2007.

CLINTON C. ATKINS

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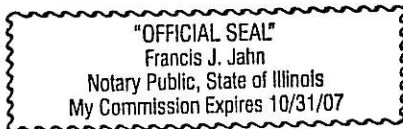
IN WITNESS WHEREOF, this instrument has been executed on this 1st day of August, 2007.

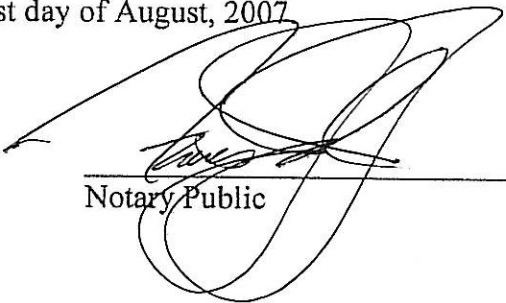

CLINTON C. ATKINS

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State, certify that Clinton C. Atkins, an individual, personally known to me to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 1st day of August, 2007





Notary Public

Prepared by and return to:
Francis J. Jahn
Meyer Capel, A Professional Corporation
306 West Church
Champaign, IL 61820
Phone (217) 352-1800

LEGAL DESCRIPTION
CLEARVIEW SUBDIVISION NO. 1
CITY OF CHAMPAIGN ANNEXATION

A part of Section 34 and the South One-Half of Section 27, Township 20 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows, with bearings on a local datum:

Commencing at the Northeast corner of the Southeast Quarter of said Section 27, proceed South 00° 11' 14" West along the East line of said Southeast Quarter, 2112.41 feet for the True Point of Beginning; thence continue South 00° 11' 14" West along said East line, 519.76 feet to the Southeast corner of said Southeast Quarter; thence North 89° 50' 02" West along the South line of said Southeast Quarter, 50.00 feet to the Westerly Right-of-Way line of S.A. Route 1 (Mattis Avenue); thence South 00° 03' 24" East along said Right-of-Way line, 157.19 feet; thence South 02° 14' 05" West along said Right-of-Way line, 1250.64 feet; thence South 00° 03' 24" East along said Right-of-Way line, 191.11 feet to the Northwestern Right-of-Way line of F.A.I. Route 57 (Interstate 57); thence South 41° 49' 34" West along said Northwestern Right-of-Way line, 750.93 feet; thence South 44° 57' 48" West along said Northwestern Right-of-Way line, 695.76 feet to the North line of the Southeast Quarter of said Section 34 and the existing corporate limits of the City of Champaign, Illinois; thence North 89° 13' 31" West along said North line and corporate limits, 1548.07 feet to the Northwest corner of said Southeast Quarter; thence South 00° 03' 55" West along the West line of said Southeast Quarter and corporate limits, 151.84 feet to the Northeasterly Right-of-Way line of F.A.I. Route 74 (Interstate 74); thence North 44° 18' 48" West along said Right-of-Way line, 784.44 feet; thence North 41° 24' 55" West along said Right-of-Way line, 600.40 feet; thence North 41° 27' 39" West along said Right-of-Way line, 1200.00 feet; thence North 39° 32' 24" West along said Right-of-Way line, 300.17 feet; thence North 41° 26' 57" West along said Right-of-Way line, 936.13 feet to the North line of the Northwest Quarter of said Section 34 and the South line of the Southwest Quarter of said Section 27; thence South 88° 44' 58" East along said South line, 1233.98 feet to the Southwest corner of the East One-Half of said Southwest Quarter of Section 27; thence South 71° 38' 13" East, 326.68 feet; thence Northeasterly 502.48 feet along the arc of a curve concave to the East having a radius of 693.00 feet a chord bearing of North 39° 08' 01" East and a chord length of 491.54 feet; thence North 59° 54' 21" East, 398.77 feet; thence Northeasterly 172.62 feet along the arc of a curve concave to the Northwest having a radius of 607.00 feet a chord bearing of North 51° 45' 33" East and a chord length of 172.04 feet; thence North 46° 23' 16" West, 12.00 feet; thence Northerly 300.03 feet along the arc of a curve concave to the Northwest having a radius of 595.00 feet a chord bearing of North 29° 09' 59" East and a chord length of 296.86 feet; thence Northeasterly 357.49 feet along the arc of a curve concave to the Southeast having a radius of 1045.00 feet a chord bearing of North 24° 31' 15" East and a chord length of 355.75 feet; thence North 34° 19' 17" East, 360.17 feet; thence South 55° 40' 43" East, 12.00 feet; thence North 34° 19' 17" East, 93.00 feet; thence North 10° 40' 43" West, 63.64 feet; thence North 55° 40' 43" West, 189.23 feet; thence North 34° 19' 17" East, 150.00 feet; thence South 55° 40' 43" East, 189.23 feet; thence North 79° 19' 17" East, 63.64 feet; thence South 55° 40' 43" East, 66.00 feet;

thence South 10° 40' 43" East, 63.64 feet; thence South 55° 40' 43" East, 303.79 feet to the existing corporate limits of the City of Champaign, Illinois; thence South 34° 04' 50" West along said corporate limits, 245.91 feet; thence South 55° 45' 27" East along said corporate limits, 1426.84 feet; thence Southeasterly 270.44 feet along the arc of a curve concave to the Northeast having a radius of 455.00 feet a chord bearing of South 72° 47' 07" East and a chord length of 266.48 feet; thence South 89° 48' 46" East, 346.50 feet; thence North 64° 59' 25" East, 234.69 feet to the True Point of Beginning, except the following parcel:

A TRACT OF LAND BEING A PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 27, PROCEED NORTH 0 DEGREES, 40 MINUTES, 18 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTH EAST 1/4, 94.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 19 MINUTES, 42 SECONDS WEST, 130.00 FEET; THENCE NORTH 0 DEGREES, 40 MINUTES, 18 SECONDS WEST, 100.00 FEET; THENCE NORTH 89 DEGREES, 19 MINUTES, 42 SECONDS EAST, 130.00 FEET TO THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH 0 DEGREES, 40 MINUTES, 18 SECONDS EAST ALONG SAID EAST LINE OF THE SOUTH EAST 1/4 100.00 FEET TO THE TRUE POINT OF BEGINNING.

The remaining tract of land encompasses 292.375 acres, more or less.

Prepared by: HDC Engineering
201 W. Springfield Ave.
Champaign, IL 61820

Date: July 31, 2007

HDC Project No.: 05282