

THIRD PLAT OF
KINDERWOOD SOUTH SUBDIVISION
OWNERS CERTIFICATE AND DEDICATION
WITH
RESTRICTIVE COVENANTS

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PART I OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)ss.
COUNTY OF CHAMPAIGN)

THIRD PLAT OF
KINDERWOOD SOUTH SUBDIVISION
OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, GREAT PLAINES LAND DEVELOPMENT, LLC, an Illinois Limited Liability Company, being the owner of the following described real estate:

PART OF THE NORTHWEST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN. PROCEED NORTH 89 DEGREES 39 MINUTES 16 SECONDS EAST 418.57 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25 TO THE NORTHWEST CORNER OF THE SECOND PLAT OF KINDERWOOD SOUTH SUBDIVISION IN THE VILLAGE OF TOLONO, RECORDED AS DOCUMENT NO. 2005 R 19847, IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, SAID POINT ALSO BEING ON THE CENTERLINE OF CENTRAL AVENUE IN THE VILLAGE OF TOLONO; THENCE SOUTH 00 DEGREES 01 MINUTE 03 SECONDS EAST 750.36 FEET ALONG SAID CENTERLINE TO THE NORTH LINE OF A SURVEY BY REX A. BRADFELD, ILLINOIS PROFESSIONAL SURVEYOR NO. 2537, DATED AUGUST 13, 2003, AND RECORDED AS DOCUMENT NO. 2003 R 37191, IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER; THENCE NORTH 89 DEGREES 48 MINUTES 19 SECONDS WEST 629.88 FEET ALONG THE NORTH LINE OF SAID SURVEY BY REX A. BRADFELD TO THE EAST LINE OF HARDEN'S FIRST ADDITION TO THE VILLAGE OF TOLONO, RECORDED IN BOOK L, AT PAGE 13 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER; THENCE NORTH 03 DEGREES 56 MINUTES 49 SECONDS EAST 91.13 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID HARDEN'S FIRST ADDITION; THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS WEST 842.65 FEET ALONG THE NORTH LINE OF SAID HARDEN'S FIRST ADDITION TO THE EAST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD; THENCE NORTH 06 DEGREES 50 MINUTES 29 SECONDS EAST 671.60 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 29 MINUTES 04 SECONDS EAST 967.49 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26

TO THE POINT OF BEGINNING, ENCOMPASSING 22.91 ACRES, MORE OR LESS, SITUATED IN THE VILLAGE OF TOLONO, TOLONO TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

Permanent Index Nos.: 29-26-25-101-001

shown in the annexed plat and described in the Surveyor's Certificate has caused the said described real estate to be surveyed, platted and subdivided by Wesley J. Meyers, Illinois Land Surveyor No. 2803, Champaign, Illinois, in the manner shown on said plat; as a subdivision to be perpetually known as THIRD PLAT OF KINDERWOOD SOUTH SUBDIVISION, Village of Tolono, Champaign County, Illinois, and does hereby grant and dedicate to the people of the Village of Tolono, County of Champaign, Illinois, for the use of the public forever, the avenues, drives, streets, roads and alleys, hereinafter referred to as streets, shown on said plat and located in the County of Champaign and Village of Tolono, Illinois, each of which said streets shall be perpetually known by the respective names designated on said plat.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Surveyors Certificate shall, by adopting the description of said platted land as THIRD PLAT OF KINDERWOOD SOUTH SUBDIVISION, Village of Tolono, Champaign County, Illinois, to be taken and understood as incorporating in all such conveyances, without repeating the same, the following restrictions as being applicable to each tract of land described in said Surveyor's Certificate, to-wit:

PART 2 DEFINITIONS

For the purpose of this declaration, certain words and terms are hereby defined.

2.1 Accessory Building: Separate building or portions of the main building located on the same building site and which are incidental to the main building or the main use of the premises.

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

2.3 Dwelling Structure: The main building on any building site or the building structure located on one or more platted lots and containing one or more dwelling units.

2.4 Dwelling Unit: A dwelling unit is to be designed, used and occupied exclusively for a residence and is to be occupied exclusively by a single family.

2.5 Building Site: A building site shall be the collective number of lots required to construct a structure with a specific number of dwelling units equal to or less than the collective number of lots. It is expected that the number of dwelling units will be equal to the number of lots for a structure with common lot line dwelling units, however, the number of lots may exceed the number of units within a structure.

2.6 Ground Floor Area: That portion of a dwelling which is built over a basement or

foundations but not over any other portion of the building.

2.7 Commons Easement: The area designated on the plat which purpose is for the common use and enjoyment of the owners and their guests in this KINDERWOOD SOUTH SUBDIVISION.

2.8 Single Family: A group of occupants with not more than two (2) unrelated adults.

PART 3 COVENANTS

APPLICATION

The Covenants below, in their entirety, shall apply to all lots in the subdivision.

COVENANTS

3.1 Allowable Structure: No structure shall be erected, altered, placed or permitted to remain on any building site other than one single family detached dwelling unit, a private garage for at least two (2) but not more than three (3) cars per dwelling unit, zero-lot line units on lots 42-44, and other accessory buildings incidental to residential use of the premises.

3.2 Architectural Committee: The KINDERWOOD SOUTH Architectural Committee shall initially be composed of the following three (3) persons:

Dan Noel, P.O. Box 625, Champaign, IL 61824

Roseann Noel, P.O. Box 625, Champaign, IL 61824

Any action taken by the members of the committee shall be considered to be the action of the committee. The committee may designate a representative to act for it and may delegate its powers and duties to its representatives. In the event of the death, resignation, refusal to act or inability to act of any member of the committee, the remaining members of the committee may designate a successor. The record owners of seventy-five per cent (75%) of the lots in KINDERWOOD SOUTH SUBDIVISION, presently platted or to be platted at a later date, shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to change the membership of the committee, to withdraw any powers and duties from the committee or to restore to it such powers and duties as may have been previously withdrawn.

(a) Approval by Committee: No construction work shall be commenced upon any structure unless the plans and specifications therefore have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these restrictive covenants. The plans and specifications shall comply with Section 3.8 and shall show complete construction plans, elevations and details, including the nature, kind, shape, height, roof pitch, material and color scheme of the structure and shall include a site plan showing the lot lines, required yards, landscaping, and the proposed location of all structures, including patios, decks, entry walks and required yard lights. The plans shall include a grading

plan of the building site and entire lot.

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

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

(2) To waive up to 25% of any area or yard requirement contained in these restrictive covenants, unless said waiver request is a conflict with the zoning ordinance of the Village of Tolono.

(3) To determine whether a fence, wall, hedge or shrub planting unreasonably obstructs the view of approaching street traffic of adjoining lots.

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

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

3.3 Minimum Size: No one story dwelling unit shall occupy a ground floor area of less than 1,300 square feet. No dwelling unit having more than one story shall occupy a ground floor area of less than 800 square feet and a total floor area of less than 1,300 square feet. In computing the floor area of a dwelling unit for the purpose of applying this restriction, one-fourth (1/4) of the area of enclosed porches shall be considered to be a part of the dwelling unit. All area requirements listed herein shall be exclusive of garage areas. The provisions of this section 3.3 shall run to the benefit of the Village of Tolono, Champaign County, Illinois, and the Village of Tolono shall be entitled to enforce the provisions hereof. The provisions of this section 3.3 may not be amended without the prior written approval of the Board of Trustees of the Village of Tolono.

3.4 Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty (30) feet to any side street line. No main or accessory building shall be located closer to the side lot lines than a distance of five (5) feet. No dwelling unit shall be located on any interior lot nearer than ten (10) feet to the rear lot line or as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be constructed to permit any portions of a building on a lot to encroach upon another lot.

3.5 Dwelling per Building Site: Only one (1) dwelling structure shall be constructed per building site, except as provided in Section 3.6 hereof.

3.6 Easements: Owner hereby dedicates the tracts shown on the plat for use by utilities perpetually to the public, for utility purposes including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone electricity, cable television or any other use that the public entity in whose jurisdiction the easements lies shall deem to be a utility, and also to lot

owner for repair and maintenance of private service sewers owned by lot owners. Such public entity 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, structure and obstructions of any kind whatsoever. No person shall obstruct said easement unless the public entity with authority to do so authorizes said obstruction of any kind whatsoever. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing un- authorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

3.7 Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more of the building site than allowed by the Village of Tolono Zoning Ordinance.

3.8 Permissible Building:

Order of Construction - All buildings erected on any building site shall be constructed of new materials of good quality suitably adopted for use in the construction of residences. 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. All building shall be carpenter built and no prefabricated, modular, or mobile home shall be allowed.

Building Characteristics - Individual dwelling units should be designed to achieve a balance proportion and scale in the overall massing, as well as with individual features or component parts, such as patios, decks, porches, garages, entry porticos, accessory structures. Roof pitches should be not less than four in twelve. Flat roofs or mansard roofs shall not be allowed.

Simple use of exterior materials and finishes is desired with contrived or ostentatious features or configurations not allowed. Vinyl and aluminum or other manufactured materials may be allowed. Chimneys of fireplaces where exposed in the exterior shall be masonry, stucco, vinyl, or aluminum. Wood materials will not be allowed.

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.

Complete landscape development of each lot shall be required within a reasonable time period following construction, but not to exceed one year. Planting plans showing species and exact locations of proposed plantings shall be submitted and approved by the Architectural Committee prior to installation.

No development shall occur by any lot owner which extends beyond the platted lot lines of each lot owner's lot.

Fences Fences may be allowed on each individual lot except as otherwise restricted by provisions hereinafter, however, the design for any fence to be erected shall first be submitted to the Architectural Committee for approval. Height limitations shall be in accordance with the zoning ordinance of the Village of Tolono.

3.9 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 is fully completed and the interior construction is substantially completed. 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.

3.10 Temporary Structures and Satellite Dish 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 residence either temporarily or permanently. No television satellite dishes or communications dishes in excess of 24 inches in diameter shall be allowed on any lot in the subdivision.

3.11 Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot and/or one sign of not more than five (5) square feet advertising the property for sale or rent.

3.12 Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No person, firm or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation of grading incidental thereto.

3.13 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 commercial purposes.

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

3.15 Storage: No building material of any kind or character shall be placed or stored

upon a building site until the owner is ready to commence improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be Erected and shall not be placed in the street right-of-way.

3.16 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 property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the Street property lines extended.

3.17 Off-Street Parking: All property owners in Kinderwood South SUBDIVISION shall provide facilities for off-street parking for the number of automobiles in use by the owner or resident on the property or persons regularly employed on the property, but a minimum of two off street parking spaces shall be provided.

Recreational vehicles, boats, boat trailers, or like vehicles shall not be allowed for extensive periods of time.

3.18 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.

3.19 Commons Easement: The area designated "commons easement" shall be devoted to the common use and enjoyment of the owners of lots in KINDERWOOD SOUTH SUBDIVISION. The management and control of the area designated "commons easement" shall be exclusively exercised by Kinderwood South Homeowners Association, an Illinois non-profit corporation.

Maintenance of the drainage detention area included and is not limited to mowing, trash and debris removal, removal of silt or sediment accumulation, erosion control and repair of maintenance of the storm under-drains.

The Kinderwood South Homeowners Association shall provide for the care and maintenance of improvements within the "commons easement" and it agrees to indemnify and hold harmless the respective owners of lots on which the designated "commons easement" is depicted by recorded plat from and against any claims, demands, damages or injuries (including death) incurred by or arising from (a) its performance of such care and maintenance and (b) the common use and enjoyment of such "commons easement" by the owners and their guests of lots in KINDERWOOD SOUTH SUBDIVISION .

3.20 The Kinderwood South Homeowner's Association: Each owner of a lots in Kinderwood South Subdivision shall as a condition precedent to ownership, covenant and agree to pay monthly or annual charges to the Kinderwood South Homeowner's Association in accordance with its Articles of Incorporation, By-Laws, and the Declaration of covenants and Restrictions contained herein, and said owner does hereby agree to pay such assessments by accepting conveyance by deed to any lot in Kinderwood South Subdivision.

3.21 Vacant Lots: All vacant lots shall be maintained at all times free of weeds, high grass and debris.

3.22 Dedication: Owner hereby dedicates the tracts including sub-surface, surface and airspace under, on and over such tracts, shown on the plat as streets, roads, avenues, drives, boulevards, highways, crosswalks, and alleys (collectively 'right-of-way'), respectively to the public, for public use perpetually, with the right to use, construct, maintain, repair, operate and occupy said right-of-way for vehicular, pedestrian and other transportation purposes and right-of-way purposes, and utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, electricity, gas, telephone, cable television and any other use the public entity in whose jurisdiction the right-of-way lies shall deem to be necessary or useful to the public. The public entity with jurisdiction on behalf of the public shall have the right to maintain said right-of-way free from buildings, fences, structures or any obstructions of any kind whatsoever. No person shall obstruct the said right-of-way unless the public entity with authority to do so otherwise authorizes specified by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

The streets, avenues, drives, roads, highways and boulevards shall bear the respective names as shown on the plat subject to the right of the public entity with appropriate authority to change said name as provided by law.

3.23 Drainage Plans: The Owner, its agents, successors, or assigns, retains the right to approve all drainage plans for development of each lot in accordance with the master plan heretofore formulated by the Owner.

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

3.25 Waiver of Restrictions: Except as otherwise provided herein, these restrictive covenants may be waived or amended, in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than two-thirds of the owners of KINDERWOOD SOUTH SUBDIVISION.

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

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

3.28 Perpetuation: The foregoing covenants, limitations and restrictions are to run

with the land and are binding on all parties and persons claiming under them.

GREAT PLAINES LAND DEVELOPMENT,
LLC, an Illinois Limited Liability Company

Dan Noel, Manager

PART 4 NOTARY

STATE OF ILLINOIS)
)SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY** that Dan Noel, Manager of GREAT PLAINES LAND DEVELOPMENT, LLC, an Illinois Limited Liability Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this ____ day of _____, 2006.

NOTARY PUBLIC

Prepared By/Return To:
Richard C. Kirby
Erwin, Martinkus & Cole, Ltd.
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