

STATE OF ILLINOIS                    )  
  )  
COUNTY OF CHAMPAIGN                )        SS

ROBINSON'S FOX RUN II SUBDIVISION  
OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, GARY ROBINSON and RONDA ROBINSON, each in his and her own right and as husband and wife, of the Village of Mahomet, Champaign County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, being the owners of the following described real estate:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14 AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 OF FOX RUN I SUBDIVISION RECORDED AS DOCUMENT NUMBER 95R21627 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE, BEING AN IRON PIN WITH "HDC" CAP; THENCE SOUTH 68 DEGREES 25 MINUTES 54 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 7 - 141.57 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOX RUN DRIVE, SAID POINT BEING AN IRON PIN; THENCE SOUTH 29 DEGREES 59 MINUTES 54 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FOX RUN DRIVE - 20.44 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID FOX RUN I SUBDIVISION SAID POINT BEING AN IRON PIN WITH "HDC" CAP; THENCE SOUTH 60 DEGREES 23 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY LINE OF FOX RUN I SUBDIVISION - 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID FOX RUN I SUBDIVISION BEING AN IRON PIN WITH A "HDC" CAP; THENCE SOUTH 60 DEGREES 18 MINUTES 27 SECONDS EAST ALONG THE SOUTHERLY LINE SAID LOT 8 - 110.02 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 87 DEGREES 39 MINUTES 28

SECONDS EAST ALONG SAID SOUTHERLY LINE OF LOT 8 - 47.17 FEET TO A POINT ON THE WESTERLY LINE OF LOT 21 OF SAID FOX RUN I SUBDIVISION, SAID POINT BEING AN IRON PIN WITH "HDC" CAP; THENCE SOUTH 29 DEGREES 37 MINUTES 37 SECONDS WEST ALONG SAID WESTERLY LINE OF LOT 21 - 50.03 FEET TO AN IRON PIN WITH "HDC" CAP; THENCE SOUTH 33 DEGREES 39 MINUTES 01 SECONDS EAST ALONG A SOUTHWESTERLY LINE OF SAID LOT 21 - 39.96 FEET TO AN IRON PIN WITH A "HDC" CAP; THENCE NORTH 58 DEGREES 48 MINUTES 52 SECONDS EAST ALONG A SOUTHERLY LINE OF SAID LOT 21 - 49.27 FEET TO AN IRON PIN; THENCE NORTH 68 DEGREES 59 MINUTES 17 SECONDS EAST ALONG SAID SOUTHERLY LINE OF LOT 21 - 137.23 FEET TO AN IRON PIN WITH A "HDC" CAP; THENCE NORTH 83 DEGREES 32 MINUTES 01 SECONDS EAST ALONG SAID SOUTHERLY LINE OF LOT 21 - 135.72 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 83 DEGREES 44 MINUTES 32 SECONDS EAST ALONG SAID SOUTHERLY LINE OF LOT 21 - 20.86 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 9 DEGREES 52 MINUTES 13 SECONDS WEST - 278.76 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 31 DEGREES 12 MINUTES 44 SECONDS WEST - 134.85 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 66 DEGREES 07 MINUTES 08 SECONDS WEST - 291.18 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 18 DEGREES 25 MINUTES 37 SECONDS EAST - 78.99 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 66 DEGREES 06 MINUTES 43 SECONDS WEST - 130.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE 40.86 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 545.00 FEET WITH CHORD DISTANCE OF 40.85 FEET, BEARING SOUTH 26 DEGREES 02 MINUTES 08 SECONDS EAST AND A CENTRAL ANGLE OF 4 DEGREES 17 MINUTES 42 SECONDS TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 61 DEGREES 49 MINUTES 00 SECONDS WEST - 190.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 24 DEGREES 03 MINUTES 13 SECONDS WEST - 105.86 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 15 DEGREES 49 MINUTES 13 SECONDS WEST - 105.20 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 7 DEGREES 52 MINUTES 14 SECONDS WEST - 102.08 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 5 DEGREES 13 MINUTES 26 SECONDS WEST - 90.25 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 4 DEGREES 51 MINUTES 19 SECONDS WEST - 94.44 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 1 DEGREE 06 MINUTES 51 SECONDS EAST - 104.64 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 71 DEGREES 29 MINUTES 45 SECONDS WEST - 130.67 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 23 DEGREES 12 MINUTES 48 SECONDS EAST - 130.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE 24.61 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1130.00 FEET WITH CHORD DISTANCE OF 24.61 FEET, BEARING NORTH 66 DEGREES 16 MINUTES 37 SECONDS WEST AND A CENTRAL ANGLE OF 1 DEGREE 14 MINUTES 52 SECONDS TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 24 DEGREES 20 MINUTES 49 SECONDS EAST - 60.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 25 DEGREES 22 MINUTES 50 SECONDS EAST - 156.80 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 60 DEGREES 20 MINUTES 32 SECONDS EAST - 104.96 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 9.774 ACRES, MORE OR LESS.

P.T.N. 15-13-14-276-008 and 15-13-14-276-009;

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 James M. Whitkanack, Illinois Professional Land Surveyor No. 035003367 of Okaw Valley Land Surveying, LLC, RR#3, Box 358h, Sullivan, Illinois 61951, in the manner shown on said plat (said plat being dated \_\_\_\_\_, 2007); as a subdivision to be perpetually known as Robinson's Fox Run II Subdivision, Champaign County, Illinois, and do hereby dedicate the areas of the tract, including sub-surface, surface and airspace under, on and over such tracts, shown on the plat as streets, roads, avenues, drives, boulevards, highways crosswalks and alleys (collectively "right-of-way"), respectively, to the 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 or any other use the public entity in whose jurisdiction the right-of-way lies shall deem to be necessary or useful to the public. The 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 said right-of-way unless the public entity with authority to do so otherwise authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located. The streets, avenues, drives, roads, highway and boulevards

shall bear the respective name or 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.

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 Surveyor's Certificate shall, by adopting the description of said platted land as Robinson's Fox Run II Subdivision, 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:

#### DEFINITIONS

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

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

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

Dwelling: The main building on any building site. The dwelling is to be designed for and is to be used exclusively for a residence and is to be occupied exclusively by a single family.

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.

#### APPLICATION

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

COVENANTS

1. Allowable Structure: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling, not to exceed two stories in height above ground level at any point adjacent to the structure, a private garage for not more than four (4) cars (unless a variance is obtained from the Architectural Committee allowing a different number), and other accessory buildings incidental to residential use of the premises.

2. Architectural Committee: The Robinson's Fox Run II Subdivision Architectural Committee shall initially be composed of the following three (3) persons:

Gary Robinson, 2070 CR 125 East, Mahomet, IL 61853

Ronda Robinson, 2070 CR 125 East, Mahomet, IL 61853

Steven Robinson, 2004 Juniper Drive, Mahomet, IL 61853

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 75% of the lots in Robinson's Fox Run II Subdivision shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to change the membership of the committee, to withdraw any powers and duties from the committee or to restore to it such powers and duties as may have been previously withdrawn.

(a) Approval by Committee: No construction work shall be commenced upon any structure unless the plans and specifications therefore have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these

restrictive covenants. The plans and specifications shall show the construction details, including the nature, kind, shape, height, material and color scheme and shall include a plot plan showing the lot lines, required yards, and the proposed location of all structures and the grading plan of the building site.

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

- (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 requirement contained in these restrictive covenants, except the requirements of Paragraph 3 below.
- (3) To waive up to 25% of one side yard requirement per lot or waive up to 10% of either the front yard or rear yard (but not both) requirement per lot so long as Village of Mahomet Zoning ordinance setback requirements are met.
- (4) To determine whether a fence, wall, hedge or shrub planting unreasonably obstructs the view of approaching street traffic.
- (5) 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.
- (6) To specify in exact detail the specifications, plans and requirements for any fence placed on any lot in the subdivision, including the power to require the removal of any fence which is placed on a lot without prior approval of the Committee as provided in paragraph 29 of these covenants.

(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. Minimum Size: No dwelling shall be permitted on any site unless it includes a garage. No one story dwelling shall occupy a ground floor area of less than 2,000 square feet. No dwelling having more than one story shall occupy a ground floor area of less than 1,200 square feet and a total floor area of less than 2,200 square feet. In computing the floor area of a dwelling for the purpose of applying this restriction, the area of porches and garages shall not be considered to be a part of the dwelling.

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 twenty-five (25) feet to any side street or front street line. No main or accessory building shall be located closer to the side lot lines than that permitted by the Village of Mahomet Zoning Ordinance setback requirements. No dwelling shall be located on any interior lot nearer than thirty-five (35) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portions of a building on a lot to encroach upon another lot. Where a building site consists of more than one (1) lot, the above provisions shall be applicable to the boundary lines of the building site rather than platted lot lines.

With respect to lots bordering upon the lake, no structures or fences or planting shall be erected in the rear thirty-five (35) feet thereof except with the permission of the Architectural

Committee. It is the intent of this covenant to provide a reasonable view of the lake to all owners of lots bordering upon the lake, it is not intended to prohibit all structures, fences, and planting, but merely to control the nature and extent thereof.

5. Dwelling per Building Site: Only one (1) dwelling shall be construed per building site. Said dwelling shall be occupied exclusively by a single family.

6. Easements: Owners hereby dedicate the easements 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 such use that the public entity in whose jurisdiction the easement lies shall deem to be a utility. 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, structures and obstructions of any kind whatsoever. No person shall obstruct said easement unless the public entity with authority to do so authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the 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 unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

Owners hereby dedicate easements shown on the plat as drainage easement or drainage ways or facilities perpetually to the public for storm water drainage purposes including but not limited to constructing, using, operating, maintaining, repairing or reconstructing storm water

drainage detention, retention, inlet or outlet facilities or any combination thereof and including the right to place spoil from drainage facilities on the same and to maintain said easement free from any building, fences, structures, and obstruction whatsoever.

7. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more than thirty per cent (30%) of the building site.

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

10. Temporary Structures, Satellite Dishes and Swimming Pools: 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 shall be allowed on any lot in the subdivision; however, satellite dishes less than 24" in diameter are allowed if they are within the structure. Satellite dishes less than 24" in diameter may be allowed on the exterior if totally screened in a manner approved by the Architectural Committee. No above ground swimming pools shall be allowed in the subdivision.

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, one sign of not more than five (5) square feet advertising the property for sale or rent.

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.

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.

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 containers or other equipment of the storage or disposal of such material shall be kept in a clean and sanitary condition.

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.

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. Further, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from the edge of the driveway ten (10) feet from the street property line.

17. Off-Street Parking and Recreational Vehicles: All property owners in Robinson's Fox Run II 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.

All property owners or residents in Robinson's Fox Run II Subdivision owning or possessing any type of recreational vehicle, boat, boat trailer, or like vehicle, shall provide an enclosed garage for storage of such vehicle in addition to the off-street parking provided for the number of automobiles in use by the owner or resident.

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 neighbourhood.

19. Waiver: The failure of the Architectural Committee, any building site owner or the present owners of the Subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

20. Waiver of Restrictions: These restrictive covenants may be waived in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than three-fourths of the lot owners; however, in no event may the provisions of Paragraph 23 hereof be amended, nor may any owner be voluntarily or involuntarily removed as a member of the association.

Covenants 4, 6, 16, 20, 23, 28, 29, 31, 32, 33, 34, 35 and 36 shall not be altered, amended or released without the written approval of the Board of Trustees of the Village of Mahomet, Illinois.

21. 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.

22. Yard Lights: The owners of every lot shall erect and maintain in good operating condition two yard lights located on the same lot. These yard lights shall be located at points designated on the lots by the Architectural Committee, one of which must be at a point along or near the rear lot line at such place that the Architectural Committee designates, for the purpose of illuminating the commons area. Said lights shall be equipped with a photoelectric cell that illuminates during hours of darkness. No hedge or fence or any other type of obstruction shall be between said yard light and common areas behind it. The light may, however, at the discretion of the Architectural Committee, be attached to a fence. In cases where a lot has no common areas bordering it, the rear yard light requirement may be waived by the Architectural Committee. All property owners in Robinson's Fox Run II Subdivision shall be required to maintain said yard lights in proper working order. The specifications and style of the yard lights shall be consistent with Architectural styles of the home.

23. Commons and Association: The areas designated on the plat as "commons" (if any) in this subdivision are hereby dedicated to the public as easements for the installation of general utility, sidewalks, and drainage to serve all sections of Robinson's Fox Run II Subdivision. Subject to said dedication the area designated "commons" shall be devoted to the common use and enjoyment of the owners of all lots in Robinson's Fox Run II Subdivision and future additions to Robinson's Fox Run Subdivision. The management and control of this area designated "commons" shall be exclusively exercised by the Robinson's Fox Run II Subdivision

Homeowners Association, an Illinois not-for-profit corporation. Each owner of a lot in Robinson's Fox Run II Subdivision and all future additions to Robinson's Fox Run Subdivision shall, as a condition precedent to ownership, covenant and agree to accept and maintain membership in the Homeowners Association and to be bound by the reasonable rules and regulations of the Homeowners Association and pay all assessments of the Homeowners Association as determined in accordance with its Articles of Incorporation, By-Laws and the Declaration of Covenants and Restrictions contained herein and each said owner does hereby agree to pay such assessments by accepting conveyance of a deed to the lot. All future additions to Robinson's Fox Run Subdivision shall provide for each lot owner to become a member of the Homeowners Association. Such future additions shall be assessed on a pro rata basis from the date of the recording of the final plat of the future addition.

It shall be the duty and responsibility of the Robinson's Fox Run Subdivision Homeowners Association to maintain in good condition the commons area, and entrance gates, if any, and accordingly the Homeowners Association shall have the authority to enforce these covenants and the authority to levy assessments for the maintenance of the commons area and other Homeowners Association expenses including utilities for the entrance gates and other purposes. The Homeowners Association shall have the authority to impose legally enforceable liens on the lots for the purpose of collecting assessments and other liabilities of the lot owners. The owners shall pay all of the Homeowners Association's costs, including attorney fees, incurred by the Homeowners Association in enforcing these covenants, enforcing liens, collecting fees, assessments or other charges of the Homeowners Association or enforcing its rules and regulations.

24. Mailboxes: The specifications and style of all mailboxes in the subdivision shall be determined by the Architectural Committee and each lot owner shall obtain approval of the specifications and style of the mailbox prior to installation. Any mailbox not conforming to the standards and specifications of the Architectural Committee or not approved for installation shall be removed and replaced as designated by the committee. Any replacement mailbox shall be substantially identical to the original mailbox as determined by the Architectural Committee.

25. 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 under way; debris and waste involved in the construction shall be confined to the lot on which construction is under way and shall be removed from the premises each Saturday or be suitably covered. During construction, a closing refuse container sufficient in size to handle all waste material generated at the site must be located on the premises. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. The developers reserve the right to clean up any construction site they deem necessary and shall have the right to charge the lot owner for the cost of such clean up.

26. Site Development: Grading of each building site and setting of finished floor elevations of associated structures shall be completed such that water drainage around and away from completed structures does not encroach on adjacent properties.

The front yard of each lot, including adjacent street parkway, shall be sodded by the owner of the lot after substantial completion of any principal structure thereon and as soon as

weather reasonably permits. If an irrigation system is installed, then seeding is allowed. The remaining lot area shall be sodded or seeded as soon as weather reasonably permits.

Complete landscape development of each lot shall be required within a reasonable time period following construction but not to exceed one (1) year. Planting plans showing species and exact locations of proposed plantings shall be submitted and approved by the Architectural Committee prior to installation. The Architectural Committee may require minimum foundation plantings and at least one (1) ornamental flowering tree on each lot and such other landscaping as the committee reasonably determines.

27. Fences: Fences may be allowed on each individual lot; however, the design for each fence to be erected shall first be submitted to the Architectural Committee for approval. There shall be no solid fence or any other fence exceeding 4 feet in height on any lot located on the lake. Any fence erected must have a finished side on any side which faces a neighbouring or adjacent lot or any common area. The lot owner who erects or owns any fence is responsible for all maintenance of the fence to include the trimming or maintaining of the landscaping or grass on both sides of the fence.

There shall be no chain link, cyclone, or other similar type of fences on any lot. No fence on any lot shall be more than 6 feet in height.

28. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his or her respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walks and residences must be paved with concrete or asphalt. Driveways between the sidewalks

and street shall be paved with concrete or asphalt or poured with cement a minimum of six inches (6") thickness.

29. Maintenance of Drainage: No obstruction, diversion or change in the natural flow of surface water along property lines shall be made by any lot owner or agent thereof in such manner as to cause damage or to interfere with any other property. Every lot owner shall maintain the subsurface field drainage tile systems encountered during its construction, either by rebuilding said systems or rerouting them around the proposed construction so that there will be no impairment in the flow of those existing subsurface tile systems.

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

31. Access Control: Certain of the lots in said subdivision are subject to access control by vehicles. Said locations are identified on said plat as "Vehicular Access Control". No driveways for vehicular access into public streets shall be constructed within these locations.

32. School District Statement: Pursuant to Public Act Number 286, 765 ILCS 205/1.005, Gary Robinson and Ronda Robinson, owners of the previously described tract of land, do hereby state that to the best of our knowledge the aforesaid subdivision lies in the Mahomet Seymour Community Unit School District 3 (CUSD3)

33. Subsurface Drainage: Easements for the maintenance of existing subsurface drainage facilities are hereby established, such easements to be ten (10) feet in width and centered upon such field tiles as currently exist and are located within said subdivision. Within

said drainage easements, no structure, plantings, or other improvement shall be placed or permitted to remain which may damage, obstruct or interfere with said field tiles; provided, however, that any such drainage easement and field tile may be relocated on any said lot by the owner thereof in order to accommodate any development and improvement on said lot, as long as the relocated field tile and drainage easement shall continue to provide such drainage as is substantially equivalent to any such drainage which may have existed prior to the relocation of the field tile and the drainage easement.

34. Stormwater Detention Basin: Robinson's Fox Run II Subdivision Homeowners Association shall be responsible for maintenance of the stormwater detention basin facility, shown as Lot 200 on the recorded plat, to keep it functioning properly and in a state of good maintenance at all times. Each lot of Robinson's Fox Run II Subdivision shall be subject to assessment as established by the Robinson's Fox Run II Subdivision Homeowners Association as the contribution of each lot owner to the costs of the maintenance of the stormwater detention basin facility.

35. Water Supply: No individual water well shall be installed or maintained on any lot inasmuch as municipal water supply service is available to the site.

36. Sewerage System: No individual on-site sewage disposal system shall be installed or maintained on any lot inasmuch as a public sewerage system is available to serve the site.

37. Binding: The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

DATED this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

\_\_\_\_\_  
Gary Robinson

\_\_\_\_\_  
Ronda Robinson

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF CHAMPAIGN        )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that GARY ROBINSON and RONDA ROBINSON, each in his and her own right and as husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

\_\_\_\_\_  
Notary Public

This Instrument Prepared by:  
DONALD R. ALDEEN  
MEYER CAPEL, A Professional Corporation  
306 West Church Street, P.O. Box 6750  
Champaign, IL 61826-6750  
Phone: 217-352-1800

Upon Recording Return to:  
DONALD R. ALDEEN  
MEYER CAPEL, A Professional Corporation  
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