
Certificate of Owner of Eagle Prairie
Subdivision

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

EAGLE PRAIRIE SUBDIVISION
OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Duden-Fullenkamp
Developers, Inc., an Illinois Corporation, being the Owner of the following described real estate:

The premises described on Exhibit A

has caused the said described real estate to be surveyed, platted, and subdivided by Merle
Ingersoll of HDC Engineering, Inc. Champaign, Illinois, in the manner shown on said
plat, as a Subdivision to be perpetually known as Eagle Prairie Subdivision, and does
hereby grant and dedicate to the People of the Village of Gifford, 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 Village of Gifford,
Champaign County, Illinois, each of which said streets shall be perpetually known by the
respective names designated on said plat.

The Owner does hereby grant and dedicate to the People of the Village of Gifford,
County of Champaign, Illinois, for the use of the public forever, the easements reflected
on the annexed plat for storm sewers and sanitary sewers In addition, easements are
reflected on the annexed plat for the installation and maintenance of gas, telephone and
power lines, water and sewers, and any other utilities which may be needed for the benefit
of any or all of the platted lots in said Subdivision.

There are also indicated and shown on said plat certain lines identified as "Building
Setback Lines" and no buildings shall be erected on any of said lots in violation of any of
said building setback lines, which are uniformly 25 feet from the front and side of said
corner lots. No building shall be located nearer than 10 feet to an interior lot line and a

10 foot side yard shall be required for a detached garage. No dwelling shall be located on any interior lot nearer than 30 feet to the rear of the lot line. For the purpose of the covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the property, as hereinafter described, shall, by adopting the description of said portion of the platted land as Eagle Prairie Subdivision to be taken and understood as incorporating in all such conveyances, without repeating the same, the following restrictions as being applicable to the that portion of the tract of land described in said Surveyor's Certificate, to-wit:

Definitions, covenants, and restrictions contained in the Certificate of Owner of Eagle Prairie Subdivision of the Village of Gifford, Champaign County, Illinois.

DEFINITIONS

Accessory Building: Separate building or buildings 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 building is permitted.

Building Site: A portion of the Subdivision consisting of It least ninety-five per cent (95%) of one entire lot, as platted.

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

Ground Floor Area: That portion of a dwelling which is built over a basement or foundation above surrounding grade but not over any other portion of the dwelling.

AREA OF APPLICATION

The covenants below shall apply, in their entirety, to lots 101 through 127 inclusive, as shown on the plat of Eagle Prairie Subdivision.

COVENANTS

1. Allowable Structures: No structure shall be elected, altered, placed or permitted to remain on any building site other than one detached single family dwelling, a private garage for not less than two (2) nor more than three (3) cars, and other accessory buildings incidental to residential use of the premises. Such accessory buildings shall be

designed and constructed of materials which are similar to and/or blend with those used on the dwelling, shall be located on a concrete pad, and shall not exceed 200 square feet nor be more than twelve (12) feet in height.

2. Architectural Control:

a. Committee Membership: The Architectural Control Committee is composed of: Justin A. Fullenkamp, Gary E. Duden, and Jill R. Duden. A majority of the Committee may designate a representative to make its report. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. For each five (5) lots sold or contracted for sale in North Pointe I Subdivision and Eagle Prairie Subdivision, the lot purchasers, as a group, shall be entitled to name one of the three members of the Architectural Control Committee. At any time, the then record owners of a majority of the lots in Eagle Prairie Subdivision, shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

b. Powers: It is the purpose of Architectural Control to promote the residential development of Eagle Prairie Subdivision and to enhance property values; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not, in the Committee's opinion, benefit and enhance the residential development of the area, such approval however, shall not be unreasonably withheld.

(1) Building Plats, etc.: No building, dwelling, fence, swimming pools, or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said Subdivision unless the plans and specifications thereof, showing the proposed construction nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan of the building site shall have been submitted to and approved by the Architectural Control Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Control Committee.

(2) Approval by Architectural Control Committee: The Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the Committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

(3) Right of Inspection: During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control

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

(4) Waiver of Liability: The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said committee or any member thereof, or the present owner of said real estate.

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

3. Minimum Dwelling - Quality and Size:

a. It is the intent and purpose of these covenants to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area above surrounding grade of the main structure, exclusive of open porches and garage, shall be not less than 1,400 square feet, for a dwelling of less than two stories; in the event the main structure is a two story dwelling, the ground floor area, exclusive of open porches and garage, shall not be less than 1,000 square feet, and the total required floor area shall not be less than 1,800 square feet, exclusive of open porches and garage. No mobile homes, modular homes or trailers shall be permitted to be used as a dwelling.

b. Individual dwellings 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, accessory structures. Roof pitches should be not less than five in twelve. Flat roofs shall not be allowed. Simple use of exterior materials and finishes is desired with ostentatious paints or features not allowed.

4. Building Location: No building shall be located on any lot nearer to the front street right

of way than the front building set back line shown on the recorded plat; no part of a dwelling shall be located nearer to a side lot than ten (10) feet, unless a different distance is set forth on the recorded plat, which platted distance shall control. Main structures on two adjacent lots shall be at least twenty (20) feet apart.

5. Dwellings per Building Site: Only one dwelling structure shall be constructed per building site; no replatting or subdividing of these lots shall be permitted, the effect of which would be to reduce the area width below ninety per cent (90%) of the area and width as platted. Notwithstanding any other provisions contained in this Certificate of Owner, two adjoining side-by-side lots, but not lots otherwise adjoining, may be combined to form one lot.

6. Easements: Easements for installation and maintenance of underground utilities and drainage facilities are reserved as noted on the recorded plat. No building or outside facility within the Subdivision shall be supplied with utility service lines above the surface of the ground. Each lot owner shall grant a written easement for such underground service upon request of the interested utility. No structures, walls, fences, plantings or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation or maintenance of the utilities. All utilities serving this Subdivision and all connections made thereto shall be located beneath the surface of the ground, excepting therefrom transformer installations and service pedestals. Above ground appurtenant to the underground utility systems shall be located within five (5) feet of the side lot lines.

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

8. Permissible Building - Order of Construction: All buildings erected on any building site shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. 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 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. Maintenance of Lot Site During Construction: During the course of construction all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place, of debris, upon the premises except with permission of the Architectural Control Committee. The intent of this covenant is to maintain and preserve a clean and neat appearance in the Subdivision at all times.

11. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or developer, to advertise the property during the construction and sales period.

13. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

14. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats, or other common household pets may be kept, bred, or maintained for any commercial purpose.

15. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage 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 and stored in a manner either inside a garage or other building or below ground or enclosed by a fence so as not to be visible from other property.

16. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such material shall be placed

within the property lines of the building site upon which improvements are to be erected.

17. Street Sight Line Obstructions: 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 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 driveway and a point on the edge of the driveway ten (10) feet from the street property line.

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

19. Off-Street Parking: All property owners shall provide either a garage or carport or driveway space for the number of automobiles in use by the residents on the property. Campers, boats, boat trailers and the like may only be parked in or next to the garage provided that the same do not extend beyond the front of the house or garage. All property owners or residents in the Subdivision owning or possessing trucks which they desire to park in the Subdivision shall provide and use an enclosed garage for the storage of same when not in use. No property owner or resident of the Subdivision or their guests shall park vehicles which they own or possess in the street except on an occasional, temporary, non-routine basis.

20. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; weeds on vacant lots shall be cut between June 1 and June 15, and again between September 1 and September 15 in each year. If the lot owner fails to do so the Architectural Control Committee may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed \$25.00 annually. Lot owners shall endeavor to keep lots clean of debris and waste materials so as to preserve a neat appearance in the Subdivision.

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

22. Term: These covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty- five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a person, or persons then owning a majority of the platted lots in North Pointe I Subdivision and Eagle

Prairie Subdivision.

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

24. Authority to Release Rights: The owners of legal title or record of eighty percent (80%) of the building sites in Eagle Prairie Subdivision shall have the authority at any time to release all or from time to time, any part of the restrictions, conditions, covenants reservations, liens or charges herein set forth applicable to such area, and upon the recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such restrictions, conditions, covenants, reservations, liens, or charges shall no longer be required under the provisions herein set forth.

25. Lakeowners Association: All lot owners of Lots 106 through 118 shall be members in Eagle Prairie Lake Association, a not for profit corporation to be organized under the laws of the State of Illinois by the undersigned. The undersigned shall convey Lot ___ of this Subdivision to Eagle Prairie Lake Association. All lot owners of Lots 106 through 118 agree to accept membership in said Association, and to abide and be bound by the reasonable rules and regulations of said Association and to maintain membership therein so long as such lot ownership is retained. The purpose of such Association is to provide reasonable rules and regulations for the lake and commons area located within said Lot ___ and for the further purpose of maintaining the lake and such commons area. Each owner-member shall be subject to assessment for annual dues to the association not to exceed \$200.00 unless a larger amount is approved by the owners of 80% of the lots of Lots 106 through 118.

26. Use of Lake, Easements:

(a) A permanent easement of ingress and egress to Lot ___ is hereby granted between Lot ___ and Lot ___ of North Pointe I Subdivision for access to said Lot ___ for the mutual benefit of all owners of Lots 106 through 118 of the Subdivision and their heirs, successors in interest and assigns. The use of Lot ___ shall be for the use of the owners of Lots 106 through 118 in said Subdivision, the occupants of dwellings on Lots 106 through 118 within the Subdivision and their invited guests to obtain access to the lake. No building shall be erected within such Water Access Easement.

(b) With respect to the lake located on Lot ___, it is provided as follows:

(1) Lake water shall not be used for arround watering purposes.

(2) No pollutants shall be discharged into the lake; accordingly, owners shall be responsible for prohibiting the discharge of pollutants from their respective lots into the lake. A violation of this provision shall subject the lot owner to a penalty of \$25.00 for each violation of this provision; with respect to a continuing violation, if any, the penalty shall be \$15.00 per day for each day that the lot owner permits the violation

to continue to occur after notice thereof to the lot owner

(3) Boats longer than fourteen (14) feet in length shall not be permitted upon the lake. No boats shall be equipped with mechanized power except an electric trolling type motor.

(c) No lot owner of Lots 106 through 118 or occupant of a dwelling on Lots 106 through 118, nor any of their invited guests, shall use or enjoy Lot ___ or the lake in any manner or way that would create a disturbance or nuisance to other lot owners, occupants or dwellings on lots and their invited guests, and such use shall at all times be within the rules prescribed by the managing body, which rules shall be reasonable.

(d) With respect to Lots 106 through 118, no structures or fences or planting shall be erected in the area between the rear building set back line and the rear lot line, except with the permission of the Architectural Control 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.

27. Post Lantern: Each lot owner shall, upon actual occupancy of his lot, install and maintain a gas or electric post lantern within ten (10) feet of the intersection of his driveway or walk and street right-of-way. The lantern shall be illuminated during the hours of darkness and shall be equipped with an automatic control device for this purpose. The lantern shall be equipped with appropriate light having an equivalent of seventy-five (75) watts.

28. Fences:

a. Fences may be allowed on each individual lot, however, the design for any fence to be erected shall first be submitted to the Architectural Control Committee for approval. Height limitations shall be in accordance with the zoning ordinance of the Village of Gifford. In any event fences or hedges must not exceed 6 feet. Fences and hedges are not allowed in front of houses.

b. Fences shall be designed and constructed of materials which are similar to and/or blend with those used on the dwelling. This may include ornamental metal (iron, steel, etc.), brick or wood. Chain link material shall not be allowed. All swimming pools must be fenced in.

29. Field Tiles: All existing field tiles that may be encountered by owners' contractor during the course of constructing a residence on any of the subject lots in the course of any construction thereon, shall be re-routed and maintained in service by such owner, at his or their expense. Said re-routing shall be constructed using a drainage system of equal or greater capacity than the existing tile. The owner shall provide the Village of Gifford with the approximate size and location of said field tile and the re-routed system shall be approved by the Village of Gifford

