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2007R07163

RECORDED ON
03/27/2007 01:18:07PM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 83.00
RHSPS Fee: 10.00
REV FEE:
PAGES 21
PLAT ACT:
PLAT PAGE: 1

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

COBBLE CREEK SUBDIVISION
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Clinton C. Atkins d/b/a The Atkins Group, sometimes being referred to herein as the "Developer" and being the owner of the following described real estate:

SEE ATTACHED EXHIBIT "A"

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 William E. Sheridan, Illinois Land Surveyor No. 2031, Champaign, Illinois, in the manner shown on said plat as a subdivision to be perpetually known as COBBLE CREEK SUBDIVISION, in the City of Urbana, Champaign County, Illinois, and does hereby grant and dedicate to the City of Urbana, County of Champaign, Illinois, for the use of the public forever, the avenues, drives, streets, road and alleys, hereinafter referred to as streets shown on said plat and located in the City of Urbana, Champaign County, Illinois, each of which said streets shall be perpetually known by the respective names designated on said plat, and does further dedicate to the City of Urbana, Champaign County, Illinois, to the Urbana-Champaign Sanitary District and the applicable public utility companies for the use of the public forever all utility easements shown on said plat.

**OWNER HEREBY CERTIFIES THAT ALL OF THE PROPERTY DESCRIBED ABOVE IS
LOCATED IN URBANA SCHOOL DISTRICT UNIT NO. 116.**

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 COBBLE CREEK SUBDIVISION, City of Urbana, 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:

Definitions

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

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

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

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

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

2.5 Commons Area Easement: The areas designated on the plat which purpose is for the common use and enjoyment of the owners, and their guests, of the lots in COBBLE CREEK SUBDIVISION or in STONE CREEK SUBDIVISION, presently platted or to be platted at a later date.

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

2.7 Checklist: A document attached hereto which sets forth certain items required in order to construct building improvements on a particular lot.

Application

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

COVENANTS

3.1 Allowable Structures: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family unit with an attached garage for at least two (2) cars.

3.2 Architectural Committee: The COBBLE CREEK SUBDIVISION Architectural Committee shall be initially composed of the following three (3) persons:

Clinton C. Atkins, 2805 South Boulder Drive, Urbana, Illinois
Michael J. Martin, 2805 South Boulder Drive, Urbana, Illinois
Mark E. Dixon, 2805 South Boulder Drive, Urbana, Illinois

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 representative. 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 a seventy-five percent (75%) of the lots in COBBLE CREEK 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 it to 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 shall comply with Section 3.8 and shall show complete construction 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 and entry walks. 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 in conflict with the zoning ordinance of the City of Urbana or the County of Champaign.

(3) To determine whether a fence, wall, hedge, or shrub planting unreasonably obstructs the view of approaching street traffic, golf views and lake views 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 1,750 square feet. No dwelling unit 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 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.

3.4 Building Location: No building shall be located on any lot nearer than twenty-five (25) feet to any street line. No building on a lot bordering the golf course shall be nearer than thirty (30) feet to the rear yard line. No building shall be located on Lots 7, 8, 9, 18, 19, 22, 23, 24, 25 and 32 nearer than eight (8) feet to the sideyard lot line. The remaining lots of the Subdivision shall be zero lot line lots.

For the purpose of this covenant, eaves, steps and open porches shall not be constructed so as to permit any portions of a building on a lot to encroach upon another lot.

Emphasis in building siting on the lot shall be given to a passive solar orientation.

3.5 Dwelling per Building Site: Only one (1) dwelling structure shall be constructed per building site.

No accessory building or storage shed may be constructed or installed which is disconnected from the dwelling unit; except, gazebos and similar type structures. Pump houses for pools may be allowed with written permission of the Architectural Committee.

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

No development shall occur by any lot owner which extends beyond the platted lot lines of each lot owner's lot. If the building site consists of more than one lot, then the boundary lines of the building site shall apply, rather than the platted lot lines.

3.7 Permissible Building:

(a) Order of Construction - All buildings erected on any building site shall be constructed of new materials of good quality suitably adapted for use in the construction of residences. No "used materials", except brick or stone, shall be used for or in the construction of the property, and no previously built structure of any kind shall be moved upon said premises.

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

Simple use of exterior materials and finishes is desired. Contrived or ostentatious features or configurations will not be allowed. Wood horizontal lap siding with a maximum 6" exposure or masonry is preferred. Colors and textures of exterior surfaces should be of a natural appearance selected from a range of natural and muted earth tones and blends. Primary colors shall not be allowed, including but not limited to, accents or trim.

All exterior construction materials shall include by way of description, but not as a limitation, wood, brick or stone. Vinyl or Aluminum siding may be used, provided that a minimum 50% of siding area is brick or stone. Notwithstanding the foregoing, the requirement of a minimum 50% brick or stone siding area on the back may be waived in the sole discretion of the Architectural Committee. All corners faced with brick or stone must be returned with stone or brick a minimum of 4 feet. The usage of vinyl or aluminum siding must be first submitted to the Architectural Committee and receive its written approval.

The roof material recommendations are wood, Architectural design asphalt shingles, or other premium roofing materials. Unacceptable materials would include metals, plastics or asbestos/cement shingles.

All foundation walls of any construction shall not exceed a maximum height limit of twelve (12) inches of exposed surface, however, exposed basement shall be covered with a finished material and shall not be left as exposed formed concrete, with exceptions to be approved by the Architectural Committee.

(c) 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.

The landscape requirement for a builder to install around a dwelling unit must equal \$1,500 or 1.5% of the dwelling unit and lot value, whichever is greater. This landscape treatment shall be concentrated around the front and entrance of the dwelling unit. The

monies applied to the required landscaping plant material shall not include mulch, river stone, fencing, street tree requirements, seed or sod.

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. On corner lots, yard and parkways adjacent to both streets shall be sodded. The remaining lot area shall be sodded or seeded as soon as weather reasonably permits. Seed must be applied at a minimum of 80 lbs. per acre. Lots which drain directly into a lake shall either be sodded or seeded in the fall construction season with erosion control measures which are approved by the Architectural Committee.

Each lot shall be planted with not less than four (4) hardwood trees, which are not less than two (2) inches in diameter, within one (1) year after a lot is in possession of a lot owner after sale by The Atkins Group. Two (2) of the trees shall be placed in the front yard and two (2) of the trees shall be placed in the rear yard.

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.

Additionally, no plantings or landscaping exceeding the height of four feet at maturity shall be permitted in the rear yard setback area for all lots that adjoin either the golf course or any lake. It is the intention that golf views and lake views of adjoining properties shall not be blocked or screened by plantings or landscaping and it is not intended to prohibit planting, but merely to control the nature and extent of same and to protect any open space character of the property.

(d) Fences: Fences and walls shall be an extension of the house. It is preferable that they do not function as property line markers, but to define spaces and screen items required. Front yard fences and walls are not allowed unless they are an integral part of the house architecture.

Any wall and/or fence should be made of materials common to the dwelling unit or materials to compliment the dwelling unit. All fences shall be constructed with the support framing facing the interior of the lot and the fence facade to the outside of the framing. This may include ornamental metal (iron, steel, etc.), brick or wood. Chain link or other wire or steel mesh material shall not be allowed.

To preserve the quality and attractiveness of the common property along the perimeter of lakes and golf course at COBBLE CREEK SUBDIVISION, no perimeter fences shall be permitted on adjoining lake or golf lots without the written approval of the Architectural Committee. It is the intent of this covenant to provide a reasonable view of the lake or golf course to all owners of lots bordering upon the lake or golf course and it is not intended to prohibit fencing, but merely to control the nature and extent of same and to protect any open space character of the property.

(e) Satellite dishes or receivers shall be allowed only if the size of the dish or receiver is less than 37 inches in diameter and the dish or receiver is directly attached to the rear side of the dwelling unit.

Exterior antennas are not allowed. If an antenna is required for a particular electrical function it shall be mounted inside the house, attic, or garage.

(f) Solar panels shall be designed to be an integral part of the architecture.

(g) Driveways shall be of a hard surface. Gravel is not permitted. Concrete or pavers are preferred. Every driveway shall provide positive drainage away from the house or garage.

(h) No clothes line, whether temporary or permanent, shall be used or installed outside the dwelling unit.

(i) No above-ground swimming pools shall be allowed in the subdivision. No tennis court or swimming pool shall be located on a lot on any front yard or within the minimum setback allowed by the applicable zoning ordinance of the City of Urbana.

3.8 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.

3.9 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.

3.10 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.

3.11 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, tank 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 or grading incidental thereto.

3.12 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.

3.13 Garbage and Refuse Disposal: No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from view.

Garbage containers shall be kept out of the front yard except on collection day. Storage of garbage containers while in use shall be in the he garage or shall be screened from view.

3.14 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.

It shall be the responsibility of each lot owner to maintain in good condition the improvements upon his lot and to keep the improvement and lot in a clean and neat condition.

Debris 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. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. The Owner reserves the right to clean up any construction site it deems necessary and shall have the right to charge the lot owner for the cost of the clean up. At no time may a lot owner dump debris on another owner's lot. The Owner reserves the right to have the originator of the debris pay the cost of the clean up by imposing legally enforceable liens.

3.15 Off-Street Parking and Recreational Vehicles: No truck, travel trailer, recreational type vehicle, mobile home, boat, trailer, motor bike, motorcycle, all terrain vehicle, pickup truck, wagon, yard equipment, golf cart, tractor, motor home or snow mobile shall be kept on the lot or in the subdivision except entirely within an enclosed structure. All automobiles kept or stored on said premises not enclosed in the garage shall be in a workable and running condition.

All property owners in COBBLE CREEK 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. Street parking shall be permitted only for temporary visitors.

Each dwelling unit shall have, as a minimum, a two car garage. Garages in excess of two spaces shall be allowed, however, they must be attached to the dwelling unit.

3.16 Nuisances: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.17 Yard Lights: The owners of every lot shall erect and maintain in good operating condition one yard light located in the front yard. The owners of every lot shall also erect and maintain in good operating condition one yard light located in the rear yard if the rear yard borders on a commons area. This additional rear yard light shall be located at a point designated on the lot by the Architectural Committee for the purpose of illuminating the path or commons area. No hedge, fence or any other type of obstruction shall be between said rear yard light and the rear property line.

All lights shall be equipped with a photo-electric cell that illuminates the light during hours of darkness. All lights in the front yard and rear yard shall be of the type as specified by the Architectural Committee in order to promote a uniform look in COBBLE CREEK SUBDIVISION.

All property owners in COBBLE CREEK SUBDIVISION shall be required to maintain said yard lights in proper working order. The Architectural Committee shall review all proposed exterior lighting systems for location, type, design and illumination levels. Approval shall be obtained from the Architectural Committee prior to construction.

3.18 Easements: Easements for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat, 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. No structures shall be erected over areas reserved for easements which would interfere with construction or maintenance of utilities. Said easements are hereby granted and dedicated to the City of Urbana and County of Champaign, and utility companies; and also to lot owners (as applicable) for repair and maintenance of private sanitary 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, 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.

3.19 Common Area Easement: Certain areas within the designated "Commons" in this addition as shown on the recorded plat are hereby dedicated to the public for the installation of utilities to serve all sections of COBBLE CREEK SUBDIVISION. Subject to said dedication, such areas designated "Commons" shall be devoted to the common use, the enjoyment of the owners of the lots in this addition of COBBLE CREEK SUBDIVISION and various sections of COBBLE CREEK SUBDIVISION presently platted or to be platted at a later date. The management and control of these areas designated "Commons" shall be exclusively exercised by COBBLE CREEK SUBDIVISION Homeowner's Association, an Illinois non-profit corporation. Each owner of a lot in this addition shall as a condition precedent to ownership, covenant and agree to pay monthly charges to COBBLE CREEK SUBDIVISION Homeowner's Association in accordance with its Articles of Incorporation and 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 by deed to any lot in said Subdivision. No buildings, fences or other structures shall be erected on such areas designated as "Commons" and designated easements for public utilities are hereby granted and dedicated to the City of Urbana and County of Champaign on and across all designated areas within the "Commons".

The COBBLE CREEK SUBDIVISION Homeowner's Association shall provide for the care and maintenance (mowing and trimming) of improvements within the "commons area easement", island and median areas from assessments paid by the owners of lots in this and other additions or sections of COBBLE CREEK SUBDIVISION presently platted or to be platted at a later date, and it agrees to indemnify and hold harmless the respective owners of lots on which the designated "commons area 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 area easement" by the owners, and their guests, of the lots in this and other additions or sections of COBBLE CREEK SUBDIVISION.

In the event that the COBBLE CREEK SUBDIVISION Homeowner's Association does not comply with the maintenance responsibilities outlined herein, the City of Urbana shall have the right to enforce the covenants through an appropriate procedure in a court of law and be entitled to recover its expenses in so doing.

3.20 Grant of Golf Easement and Waiver of Liability: Every Lot of the Subdivision which abuts the golf course, or is on a street adjacent to the golf course is hereby burdened with an easement allowing golf balls hit by any golfers using the golf course to come over and on each such Lot. All golfers using the golf course shall have an easement to come on each Lot of the Subdivision for the purpose of seeking and retrieving such golf balls; provided that golfers shall not have the right to use such easement to come on any fully fenced Lot. The foregoing easement shall not relieve golfers using the golf course of any liability they may have for property damage or personal injury resulting from the entry of golf balls or golfers on any Lot.

The Association, if any, and its members (in their capacity as members), the Developer, Architectural Committee and any successor in title to the golf course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Lot owner's use or enjoyment of the Lot, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on the Lot, that may result from property damage or personal injury from golf balls (regardless of number) hit on the Lot, or from the exercise by any golfer of the easements granted hereby.

All persons are hereby advised that no representations or warranties have been or are made by the Developer or any other person with regard to the continuing existence, ownership or operation of a golf course at the Subdivision, if any, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this document executed or joined into by the Developer. Further, the ownership and/or operation of any golf course may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of the golf course by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the golf course to a club or similar arrangement; or (c) the transfer of ownership or control of the golf course to one or more affiliates, employees or independent contractor of the Developer. No consent of the Homeowner's Association or any Owner shall be required to effectuate such transfer or conversion.

Neither membership in the Homeowner's Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the golf course, if any. Rights to use the golf course, if any, will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the golf course, if any.

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 authorized by the public entity with authority to do so. Any item specified or otherwise authorized 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: 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 lot owners of this section of COBBLE CREEK SUBDIVISION presently platted or to be platted at a later date.

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

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.

IN WITNESS WHEREOF, this instrument has been executed on this 23rd day of March, 2007.

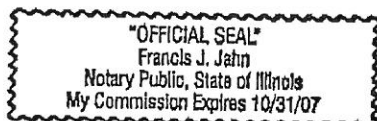
Signed:

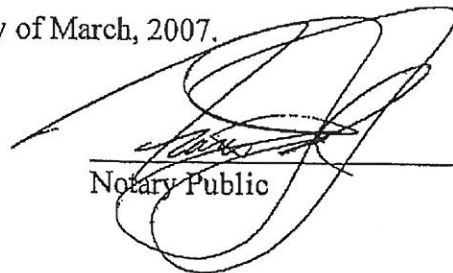

CLINTON C. ATKINS

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 person 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 23rd day of March, 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

EXHIBIT A
LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows, with bearings on local datum:

Commencing at the Southwest corner of the Southwest Quarter of said Section 22, proceed North 00° 24' 39" West along the West line of said Southwest Quarter, 494.04 feet to the Northwest corner of Calvary Baptist Church property and the True Point of Beginning; thence continue North 00° 24' 39" West along said West line, 894.18 feet to the Southerly right-of-way line of Amber Lane; thence South 90° 00' 00" East along said Southerly right-of-way line, 24.34 feet; thence continue Easterly along said Southerly right-of-way line on the arc of a curve concave to the Northwest having a radius of 530.00 feet, an arc length of 197.61 feet, a chord bearing of North 79° 19' 07" East, and a chord distance of 196.47 feet to the Northwest corner of Lot H117 of Stone Creek Subdivision No. 1; thence South 45° 39' 03" East along the Westerly line of Lots H113 through H117 of said Stone Creek Subdivision, 481.29 feet; thence Southeasterly along the Southerly line of Lots H110 through H113 of said Stone Creek Subdivision on the arc of a curve concave to the Northeast having a radius of 360.00 feet, an arc length of 334.27 feet, a chord bearing of South 72° 15' 05" East, and a chord distance of 322.39 feet; thence North 81° 08' 57" East along the Southerly line of Lots H109 and H110 of said Stone Creek Subdivision, 135.29 feet to the Southwest corner of Lot H108 of said Stone Creek Subdivision; thence South 89° 53' 14" East along the Southerly line of Lots H107 and H108 of said Stone Creek Subdivision, 196.73 feet to the Southeast corner of said Lot H107; thence South 43° 49' 55" East along a Southwesterly line of Stone Creek Golf Course, 89.91 feet; thence South 00° 09' 40" East, 202.03 feet; thence Easterly along the arc of a curve concave to the South having a radius of 5000.00 feet, an arc length of 40.13 feet, a chord bearing of North 88° 59' 52" East, and a chord distance of 40.13 feet; thence Southerly on the arc of a curve concave to the West, having a radius of 50.00 feet, an arc length of 127.54 feet, a chord bearing of South 17° 41' 31" East, and a chord length of 95.67 feet; thence South 34° 36' 42" East, 22.76 feet; thence South 00° 09' 40" East, 110.00 feet; thence South 89° 50' 20" West, 792.22 feet; thence South 00° 24' 39" East, 26.46 feet to a point located on the Easterly extension of the North line of said Calvary Baptist Church; thence South 89° 50' 20" West along said North line of Calvary Baptist Church and an Easterly extension thereof, 545.86 feet to the True Point of Beginning, encompassing 18.637 acres, more or less.

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

Date: January 9, 2006
Revised: February 2, 2006

HDC Project No.: 04468

APPENDIX A
BUYER/BUILDER REVIEW CHECKLIST
COBBLE CREEK SUBDIVISION

A) Site/Work

- (1) Rough grade elevation shown on the subdivision construction plans shall be reviewed by the buyer/builder.
- (2) Surface drainage patterns shown on the construction plans shall be maintained by the buyer/builder both during construction of the unit and after completion of the unit.
- (3) Erosion control shall be practiced by the builder during construction and by the buyer upon occupancy of the unit.
- (4) No excess dirt from foundation or basement excavation shall be removed from the project site until said removal is approved in writing by the COBBLE CREEK SUBDIVISION Architectural Committee.
- (5) The buyer/builder shall not allow site construction to encroach on adjacent lots whatsoever.
- (6) The subdivision construction plans shall be reviewed by the buyer/builder to determine areas where compacted embankment has been placed to achieve the rough elevation shown on the plans.
- (7) The buyer shall ascertain any needs or requirements for footings or foundation drains for building improvements to be made.

B) Drives.

- (1) All dwellings shall have a driveway which shall be constructed out of concrete, pavers or other hard surface.
- (2) Driveway locations as shown on the construction plans shall be used unless an alternate location is specifically agreed to by the COBBLE CREEK SUBDIVISION Architectural Committee.
- (3) Location of barrier type curbs and mountable type curbs shall be noted by

the buyer/builder.

C) Sewers

- 1) Location of the project storm sewers shall be noted by the buyer/builder and location and manner of sump pump discharge (both horizontal and vertical) shall be approved by the COBBLE CREEK SUBDIVISION Architectural Committee prior to installation. All sump pumps must be connected to said storm sewer.

D) Plats & Covenants.

- 1) The buyer/builder shall review all of the building setback locations shown on the recorded final plat of the subdivision and shall review all applicable provisions to the subject lot which are contained in the City of Urbana Zoning Ordinance.
- 2) The buyer/builder shall visit the site prior to taking possession of the lot, note all improvements on surrounding lots which have already had improvements constructed on them and be aware of the effects and interpretations of the adjoining improvements on the lot to which he or she has an interest.
- 3) The buyer/builder shall be aware of all lots, densities and land uses shown on the approved preliminary plan of the subdivision.

E) Architectural Review.

- 1) The following matters shall be reviewed and approved by the COBBLE CREEK SUBDIVISION Architectural Committee prior to initiation of construction:
 - a) House location on lot;
 - b) Construction drawings (floor plans, floor elevations, basement or footing/foundation plan, sections/details, sump pump discharge, etc.);
 - c) Setbacks, utility easements;
 - d) Site development (driveway, patios, decks, accessory buildings, sewage disposal system, etc.);

- e) Exterior materials and colors for roof, walls (siding, brick, etc.) and trim (windows, shutters, molding, etc.)
- f) Finish floor elevation relative to front yard property line;
- g) Grading plan;
- h) Landscape plan;
- i) Fence design; and
- j) Front yard light location.

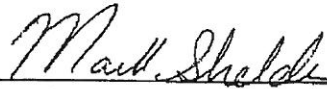
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

CERTIFICATE OF COUNTY CLERK

I, THE UNDERSIGNED, COUNTY CLERK OF CHAMPAIGN COUNTY, ILLINOIS, DO
HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT
GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL
ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED ON THE ATTACHED EXHIBIT
A WHICH HAS THE FOLLOWING PERMANENT PARCEL NUMBER:

PIN: 93-21-22-375-002

DATED this 20th day of March, 2007.



Mark V. Shelden, County Clerk,
Champaign County, Illinois

Prepared by and Upon Recording Return to:

Francis J. Jahn
MEYER CAPEL, A Professional Corporation
306 W. Church Street
P.O. Box 6750
Champaign, IL 61826-6750



EXHIBIT A
LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows, with bearings on local datum:

Commencing at the Southwest corner of the Southwest Quarter of said Section 22, proceed North 00° 24' 39" West along the West line of said Southwest Quarter, 494.04 feet to the Northwest corner of Calvary Baptist Church property and the True Point of Beginning; thence continue North 00° 24' 39" West along said West line, 894.18 feet to the Southerly right-of-way line of Amber Lane; thence South 90° 00' 00" East along said Southerly right-of-way line, 24.34 feet; thence continue Easterly along said Southerly right-of-way line on the arc of a curve concave to the Northwest having a radius of 530.00 feet, an arc length of 197.61 feet, a chord bearing of North 79° 19' 07" East, and a chord distance of 196.47 feet to the Northwest corner of Lot H117 of Stone Creek Subdivision No. 1; thence South 45° 39' 03" East along the Westerly line of Lots H113 through H117 of said Stone Creek Subdivision, 481.29 feet; thence Southeasterly along the Southerly line of Lots H110 through H113 of said Stone Creek Subdivision on the arc of a curve concave to the Northeast having a radius of 360.00 feet, an arc length of 334.27 feet, a chord bearing of South 72° 15' 05" East, and a chord distance of 322.39 feet; thence North 81° 08' 57" East along the Southerly line of Lots H109 and H110 of said Stone Creek Subdivision, 135.29 feet to the Southwest corner of Lot H108 of said Stone Creek Subdivision; thence South 89° 53' 14" East along the Southerly line of Lots H107 and H108 of said Stone Creek Subdivision, 196.73 feet to the Southeast corner of said Lot H107; thence South 43° 49' 55" East along a Southwesterly line of Stone Creek Golf Course, 89.91 feet; thence South 00° 09' 40" East, 202.03 feet; thence Easterly along the arc of a curve concave to the South having a radius of 5000.00 feet, an arc length of 40.13 feet, a chord bearing of North 88° 59' 52" East, and a chord distance of 40.13 feet; thence Southerly on the arc of a curve concave to the West, having a radius of 50.00 feet, an arc length of 127.54 feet, a chord bearing of South 17° 41' 31" East, and a chord length of 95.67 feet; thence South 34° 36' 42" East, 22.76 feet; thence South 00° 09' 40" East, 110.00 feet; thence South 89° 50' 20" West, 792.22 feet; thence South 00° 24' 39" East, 26.46 feet to a point located on the Easterly extension of the North line of said Calvary Baptist Church; thence South 89° 50' 20" West along said North line of Calvary Baptist Church and an Easterly extension thereof, 545.86 feet to the True Point of Beginning, encompassing 18.637 acres, more or less.



201 W. Springfield Ave., Suite 300
P.O. Box 140
Champaign, Illinois 61824-0140
BUS. (217) 352-6976
FAX (217) 356-0570

2017 Charleston Ave.
Mattoon, Illinois 61938
BUS. (217) 234-2203
FAX (217) 234-2299
www.hdc-eng.com

RECORDING AGENT DESIGNATION

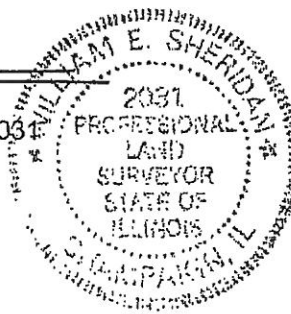
STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

I, William E. Sheridan, Illinois Professional Land Surveyor Number 2031, in accordance with PAB7-0705 (The Plat Act) do hereby designate Paul Lindahl as the agent who may record the Final Plat of "Cobble Creek Subdivision No. 1". A true copy of which has been retained by me to assure no changes have been made to said plat.

Champaign County, Illinois

Dated: December 11, 2006

William E. Sheridan
Illinois Professional Land Surveyor No. 2031
License Expires 11/30/08





* 2 0 0 7 R 0 7 1 6 3 2 1 *

2007R07163

RECORDED ON
03/27/2007 01:18:07PM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 83.00
RHSPS Fee: 10.00
REV FEE:
PAGES 21
PLAT ACT:
PLAT PAGE: 1

Recorder
Champaign County
Barbara A. Frasca



Cobble Creek Sub #1
(title)

Date: 3-21-07

Instrument: Plat

Description: SW 1/4 22-19-9

Return to: HDC 352-6976 Fee:

BYLAWS OF COBBLE CREEK SUBDIVISION
HOMEOWNER'S ASSOCIATION

The administration of the Cobble Creek Subdivision Homeowner's Association ("Association"), an Illinois Not-for-Profit Corporation, shall be governed by the following Bylaws:

ARTICLE I
Memberships

Section 1: Qualifications: Every person or entity who is a record owner of a lot in Cobble Creek Subdivision (for purposes of these Bylaws Cobble Creek Subdivision includes all sections or Phases of Cobble Creek Subdivision whether presently platted or to be platted in the future) or who is the beneficiary of a land trust holding title to a lot in the subdivision shall be a member of the Cobble Creek Subdivision Homeowner's Association. Ownership of a lot shall be the sole qualification for membership. Additional property owners may become members of the Association as provided in the Owner's Declaration of Covenants and Restrictions. If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a lot in Cobble Creek Subdivision, all such persons or entities shall be members.

Section 2: Members: A member shall have no vested right, interest or privilege of, in, or to the assets, functions, affairs, or franchises of the Association, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing. The membership is appurtenant to and shall not be separated from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his ownership of a lot in Cobble Creek Subdivision at which time the new owner shall automatically become a member of the Cobble Creek Subdivision Homeowner's Association. Each member of the Association shall be bound by and shall observe the terms and provisions of the covenants and restrictions of Cobble Creek Subdivision, the Bylaws of the Cobble Creek Subdivision Homeowner's Association and the rules and regulations promulgated from time to time by the Association or its Board of Directors. No member shall have the right or power to disclaim, terminate, or withdrawal from his membership in the Cobble Creek Subdivision Homeowner's Association or from any of his obligations as such member by abandonment of his residence or for any other reason.

Section 3: Voting Rights: Each lot in the Cobble Creek Subdivision shall be entitled to one vote, which may be cast, either in person or by proxy, by the owner of such lot. If more than one member is the record owner or beneficiary of the title-holding land trust of a lot in Cobble Creek Subdivision, then the vote for that lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any one lot. A lot owner may vote by written proxy, such proxy being invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution thereof.

Section 4: Suspension of Voting Rights: The Cobble Creek Subdivision Homeowner's Association shall have the right to suspend the voting rights of any member for any period during which an assessment levied by the Association against the member's lot remains unpaid, upon the member's violation of the covenants and restrictions of Cobble Creek Subdivision or upon the member's violation of any Bylaws of the Cobble Creek Subdivision Homeowner's Association. Any voting rights so suspended shall remain suspended until the unpaid assessments are paid in full or until the violation of the covenants and restrictions and/or the Bylaws are cured.

ARTICLE II

Meetings of Members

Section 1: Initial Meeting: An initial meeting of the members of the Cobble Creek Subdivision Homeowner's Association shall be held at such time the owner-developer, in its sole discretion, may call for an initial meeting of the members, but no later than ninety (90) days following the date on which 75% of all Lots within the Subdivision have been sold by the Developer.

Section 2: Annual Meetings: After the initial meeting of the members has been held, there shall be an annual meeting of the members of the Association at such place as may be designated, on the fourth Tuesday in March of each year if not a legal holiday under the laws of the State of Illinois, and if a legal holiday then on the next succeeding business day, at 7:00 p.m., for the election of Directors and for the transaction of such business as may come before the meeting. Written notice of the Annual Meeting stating the date, place and the hour of the meeting shall be distributed by the Board of Directors or a representative designated by the Board.

Section 3: Special Meetings: Special meetings of the members shall be held whenever called by the Board of Directors or by the voting members-having, in the aggregate, not less than twenty-five per cent (25%) of the total votes of the Cobble Creek Subdivision Homeowner's Association. Notice of each special meeting, stating the time, place, and in general terms the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least ten days prior to the meeting.

Section 4: Quorum: The presence in person or by written proxy at any meeting of the voting members having fifty percent (50%) of the total votes of the Cobble Creek Subdivision Homeowner's Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General-Not-For Profit Corporation Act or the Articles of Incorporation of the Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

ARTICLE III

Board of Directors

Section 1: Number of Directors: The business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) persons. The initial Board of Directors need not be members of the Association.

Thereafter, all of the Board shall consist of members of the Association or a designated representative or representatives of said member. At the inception of the Association, the Board shall consist of three (3) persons named in the Articles of Incorporation. After the initial meeting of the members of the Association, the number of Directors shall be fixed by the Board.

Section 2: Powers & Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and activities as are, not by law or these Bylaws, directed to be exercised and done by the members.

Section 3: Other Duties: In addition to duties imposed by these Bylaws, the Articles of Incorporation of the Association or by resolution of the Association, the Board of Directors shall be responsible for the following:

- (A) Care and upkeep of the Subdivision including the common areas and facilities to the extent the same is not performed by members.
- (B) Levying and collection of the annual assessments and any special assessments hereinafter provided for from the members.
- (C) Designation and dismissal of personnel necessary for the accomplishment of the purposes of the Association.
- (D) Expenditure of funds in accordance with the annual budget and amendments thereto.
- (E) To enforce any and all covenants, restrictions and agreements applicable to lots within the subdivision and to adopt, amend and enforce rules and regulations.

Nothing herein shall impose any duty upon the Board of Directors to provide care, upkeep or maintenance upon any real property or improvement upon real property owned by any member of the Association which is not located upon the common areas of the Subdivision.

Section 4: Executive Committee: The Board of Directors may elect from their number an executive committee consisting of not less than three members of the Board, which committee shall have all the powers of the Board of Directors between meetings, regular or special. The President of the Association shall be a member of and shall be chairman of the Executive Committee.

Section 5: Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time. After the initial organizational meeting of the Board of Directors, a minimum of three regular meetings shall be held each calendar year.

Section 6: Special Meetings: Special Meetings of the Board of Directors may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the

Board before the time appointed for such meetings.

Section 7: Quorum: The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 8: Order of Business: The Board of Directors may from time to time determine the order of business at its meetings.

Section 9: Chairman: At all meetings of the Board of Directors, the President, or, in his absence, the Vice President, or in the absence of both, a chairman chosen by the Directors present, shall preside.

Section 10: Terms of Members of the Board: The initial Board of Directors named in the Articles of Incorporation and any additions thereto as permitted herein shall serve until their replacements are elected at the initial meeting of the members of the Association. Thereafter they shall be elected by the members of the Association at each annual meeting for the terms as determined by the Board.

Section 11: Compensation: Members of the Board shall receive no compensation for their services.

Section 12: Consent: Unless specifically prohibited by the Articles of Incorporation or Bylaws, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof, or by all members of such committee, as the case may be. Any such consent signed by all the Directors or all the members of the committee shall be the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

Section 13: Annual Report: The Board of Directors, after the close of the fiscal year, shall submit to the members a report on the activities of the Association and shall submit an account of the financial transactions of the past year and a proposed budget for the ensuing year.

Section 14: Vacancies in the Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Association or a designated representative or representatives of said member to serve the unexpired term of the vacancy. If any Director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant.

ARTICLE IV
Officers

Section 1: Executive Officers: The Executive Officers of the Association shall include a President, a Vice President, a Secretary, and a Treasurer. All officers shall be elected annually by the Board of Directors and they shall take office immediately after election. The officers of the Association for the first five (5) years from the date of incorporation need not be members of the Association. Thereafter, they shall be members of the Association or a designated representative or representatives of said member.

Section 2: The President: Subject to the direction of the Board of Directors, the President shall be the Chief Executive Officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be exofficio a member of all committees.

Section 3: The Vice President: The Vice President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4: The Secretary: The Secretary shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the annual meetings and special meetings of the members, as well as the corporate seal and such books and papers as the Board may direct, and shall in general perform all the duties incident to the office of the Secretary, subject to the control of the Board of Directors and the President; further the Secretary shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5: The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds and securities of the Association and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require.

Section 6: Subordinate Officers: The President, with the approval of the Board of Directors, may appoint such other officers, agents and committee chairman as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 7: Committees: The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, which committees shall have such authority and perform such duties as from time to time may be prescribed by the Board. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease

to qualify as a member thereof. The Cobble Creek Subdivision Architectural Committee shall not be subject to control of the Cobble Creek Subdivision Homeowner's Association and shall operate independently of these Bylaws, in accordance with the covenants and restrictions for Cobble Creek Subdivision.

ARTICLE V

Loss of Property

Section 1: The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, or visitor, or other person.

ARTICLE VI

Maintenance and Special Assessments

Section 1: Creation of Assessments: The Board of Directors of Cobble Creek Subdivision Homeowner's Association shall have the right and power to subject the property situated in all phases of Cobble Creek Subdivision, except public streets, ways and parks, to an annual maintenance assessment and to special assessments.

Commencing December 1, 2006, and on each December 1 thereafter, each owner of lots in Cobble Creek Subdivision other than The Atkins Group (the original owner-subdivider) shall be assessed an annual maintenance charge against his lot or lots, and such annual maintenance assessment shall be used by the Association to create and continue a maintenance fund to be used by the Association as hereinafter stated. Until changed by further action of the Board of Directors as provided hereinafter, the annual maintenance charge for single family lots (Area 1 as designated in the Owner's Certificate and Dedication as amended from time to time) shall be One Hundred Dollars (\$100.00) per lot, the annual maintenance charge for duplex lots (Areas 2 and 4) shall be Fifty Dollars (\$50.00) per dwelling unit, and the annual maintenance fee for four-plex lots (Area 3) shall be Twenty-five Dollars (\$25.00) per dwelling unit. The assessment charge shall be payable to Cobble Creek Subdivision Homeowner's Association on January 1 the following year and will be delinquent when not paid within 30 days after it becomes due.

The annual maintenance assessment may be adjusted from year to year by the Board of Directors of Cobble Creek Subdivision Homeowner's Association as the needs of the common areas in its judgment may require, but in no event shall the assessment in any year for any one lot exceed the sum of Two Hundred Dollars (\$200.00), unless changed by a vote of the membership at an annual or special meeting.

Section 2: Special Assessments: Special assessments may be levied by the Board of Directors, upon notice, to pay for capital improvements authorized by the members or to supplement any reserve established by the annual maintenance assessment.

Section 3: Use of Maintenance Assessments: The maintenance fund may be used:

For lighting, improving and maintaining the street island and median areas, the common area easements, and dedicated right of way areas maintained for the general use of the owners and occupants of land included in such subdivision;

For operating and maintaining any storm-water drains now or hereafter constructed in such subdivision that are not or will not be under the direct supervision of the City, or State, or drainage district; and

For doing any other things necessary or desirable, in the opinion of the Board of Directors, to keep the property commons neat and in good order and which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in such subdivision.

Section 4: Creation of Lien and Personal Obligation of Assessments: Cobble Creek Subdivision Homeowner's Association shall have a continuing lien on each lot in Cobble Creek Subdivision to secure the payment of maintenance or special assessments due and to become due, and the record owners of such lots shall be personally liable for all maintenance or special assessments.

Upon reasonable demand, the Cobble Creek Subdivision Homeowner's Association shall furnish to any owner or mortgagee or person interested a statement showing the amount of any unpaid assessment charges against any lot or lots.

Section 5: Non-payment of Assessments: If any regular maintenance or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his grantees, heirs, devisees, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for an enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the Trustee shall not have any personal liability for the assessment, but all beneficiaries of the Trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an assignment of rents held by a mortgagee delivered in connection with the first mortgage loan to purchase the property.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois and the Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the costs of the title reports, and

in the event a personal judgment or decree of foreclosure is obtained, such judgment decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action. The venue for all legal actions shall be in Champaign County, Illinois. The persons in possession shall be authorized to accept the summons for the owners of the lot.

No owner may waive or otherwise escape liability for the assessments provided for herein for any reason. In the event that title to any lot is conveyed to a land trust, upon the demand of the Cobble Creek Subdivision Homeowner's Association, the Trustee shall furnish the Association with a certified copy of the trust agreement and any amendments thereto, so that the Association shall be advised of the identity of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

ARTICLE VII

Notice

Section 1: Notice: Whenever, according to these Bylaws, a notice shall be required to be given to any member or director, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Champaign County, Illinois, in a postpaid sealed envelope, addressed to such member, or Director at his address as the same appears on the books of the Association, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2: Waiver of Notice: Whenever any notice is required to be given under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Illinois General Not-For-Profit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII

Amendments

The provisions of these Bylaws may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary. Such change, modification, or rescission shall be approved at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of the voting members of the Cobble Creek Subdivision Homeowner's Association having a majority of the total votes shall constitute a quorum. However, said change, modification, or rescission must be approved by not less than a majority of the total number of votes of the Cobble Creek Subdivision Homeowner's Association.

Prior to the election of the Board of Directors at the first annual meeting of the members of the Association, the initial three member Board of Directors named in the Articles of Incorporation and any additions thereto shall have the authority to authorize, implement and amend these Bylaws in the whole, or in part, without complying with the provisions of the first paragraph of Article VIII of these Bylaws.

ARTICLE IX
Corporate Seal

Section 1: Corporate Seal: The corporate seal shall have engraved thereon the following: "Cobble Creek Subdivision Homeowner's Association - Seal - Incorporated 2006". It shall remain in custody of the Secretary and shall be by him affixed to all instruments in writing requiring the corporate seal for complete execution. An impression thereof is directed to be affixed to these Bylaws.

ARTICLE X
Fiscal Year


The fiscal year of the corporation shall begin on the 1st day of January and shall terminate on the 31st day of December of each year.

IN WITNESS WHEREOF, these Bylaws were approved and adopted by a meeting of the Board of Directors of the Association held on the 2^d day of March, 2006.

(Being the initial Directors of Cobble Creek Subdivision Homeowner's Association)


CLINTON C. ATKINS


MICHAEL J. MARTIN


MARK E. DIXON

3



* 2 0 0 6 R 0 5 7 7 5 3 *

2006R05775

RECORDED ON

03/10/2006 10:37:09AM

CHAMPAIGN COUNTY

RECORDER

BARBARA A. FRASCA

REC FEE: 25.00

RHSPS Fee:

REV FEE:

PAGES 3

PLAT ACT: 0

PLAT PAGE:

Articles of Incorporation for Cobble Creek Subdivision Homeowner's Association

03/10/2006 10:37:09AM
MEYER, CAPEL

TRANSACTION # 20580
DOCUMENT # 2006R05775

ARTICLES INCORPORATION
RECORDING FEE: \$25.00
TOTAL: \$25.00
CHECK: \$25.00 97542

THANK YOU

BARBARA A. FRASCA
CHAMPAIGN COUNTY
RECORDER
(217) 384-3774

Prepared by and Return to:
Matt C. Deering (G)
Meyer Capel,
a Professional Corporation
306 West Church Street
Champaign, IL 61820
217/352-1800
217/352-1083 - facsimile

FORM **NFP 102.10** (rev. Dec. 2003)
ARTICLES OF INCORPORATION
General Not For Profit Corporation Act

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-9522
www.cyberdriveillinois.com

Remit payment in the form of a cashier's
check, certified check, money order or
Illinois attorney's or C.P.A.'s check
payable to Secretary of State.

FILED: 03/01/2006 JESSE WHITE SECRETARY OF STATE

File # **6476-126-9** Filing Fee: \$50 Approved: **JR**

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

Article 1. Name of Corporation: Cobble Creek Subdivision Homeowner's Association

Article 2. Name and Address of Initial Registered Agent and Registered Office:

JR



Registered Agent Francis J. Jahn
First Name Middle Name Last Name
Registered Office 306 West Church Street
Number Street Suite No. (P.O. Box alone is unacceptable)
Champaign IL 61820 Champaign
City ZIP Code County

Article 3. The first Board of Directors shall be 3 in number, their Names and Addresses being as follows:
Not less than three

Director Name	Street Address	City	State	ZIP Code
Clinton C. Atkins,	2805 South Boulder Drive,	Urbana,	Illinois	61802
Mark E. Dixon,	2805 South Boulder Drive,	Urbana,	Illinois	61802
Michael J. Martin,	2805 South Boulder Drive,	Urbana,	Illinois	61802

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Article 4. Purposes for which the corporation is organized:

Administration and operation of property owned by or controlled by a homeowner association.

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Article 4. (continued)

Is this corporation a Condominium Association as established under the Condominium Property Act? (check one)
☐ Yes ☒ No

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (check one)
☐ Yes ☒ No

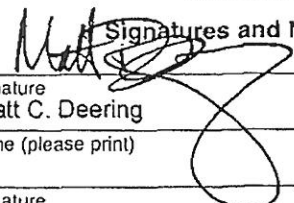
Is this corporation a Homeowner's Association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the Code of Civil Procedure? (check one)
☒ Yes ☐ No

Article 5. Other provisions (attach additional pages if needed):

Article 6. Names & Addresses of Incorporators

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated February 21, 2006
Month & Day Year

	Signatures and Names
1.	 Signature Matt C. Deering Name (please print)
2.	_____ Signature _____ Name (please print)
3.	_____ Signature _____ Name (please print)
4.	_____ Signature _____ Name (please print)
5.	_____ Signature _____ Name (please print)

	Post Office Address
1.	306 West Church Street Street Champaign, IL 61820 City/Town State ZIP
2.	_____ Street _____ City/Town State ZIP
3.	_____ Street _____ City/Town State ZIP
4.	_____ Street _____ City/Town State ZIP
5.	_____ Street _____ City/Town State ZIP

Signatures must be in BLACK INK on the original document.

Carbon copies, photocopies or rubber stamped signatures may only be used on the duplicate copy.

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title under the officer's signature.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in Illinois, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation that is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

(For inserts use 8 1/2 x 11 white paper)