

ROBESON MEADOWS WEST

SUBDIVISION NO. 3

OWNERS CERTIFICATE AND DEDICATION
WITH
RESTRICTIVE COVENANTS

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Robeson Meadows West Subdivision No.1
Champaign, Illinois

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STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) ss.

ROBESON MEADOWS WEST SUBDIVISION NO. 3
OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Robeson Crossing, Inc., being the owner of the following described real estate:

PART OF THE NE 1/4 OF SECTION 28, T. 19 N., R. 8 E. OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 28, T. 19 N., R. 8 E. OF THE 3RD P.M.; THENCE N. 88°53'37" W., ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 28 AND THE APPROXIMATE CENTERLINE OF WINDSOR ROAD, A DISTANCE OF 729.43 FEET TO THE NORTHEAST CORNER OF ROBESON MEADOWS WEST SUBDIVISION NO. 1B, RECORDED IN BOOK CC OF PLATS AT PAGE 62 AS DOCUMENT NO. 94R32316 IN THE RECORDER'S OFFICE OF CHAMPAIGN COUNTY, ILLINOIS; THENCE S. 00°02' 26" W., ALONG THE EAST LINE OF SAID ROBESON MEADOWS WEST SUBDIVISION NO. 1B, 238.50 FEET; THENCE S. 02°48'55" E., ALONG SAID EAST LINE, 294.84 FEET; THENCE N. 87°53'07" E., ALONG SAID EAST LINE, 0.86 FEET; THENCE S. 02°06' 53" E., ALONG SAID EAST LINE, 70.00 FEET; THENCE S. 02°48' 55" E., ALONG SAID EAST LINE, 290.88 FEET; THENCE S. 00°02'26" W., ALONG SAID EAST LINE, 370.80 FEET; THENCE S. 24°49'29" W., ALONG SAID EAST LINE, 69.00 FEET TO THE SOUTHEAST CORNER OF SAID ROBESON MEADOWS WEST SUBDIVISION NO. 1B, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING; THENCE S. 65°10'31" E., 2.66 FEET; THENCE S. 89°57'34" E., 18.58 FEET; THENCE S. 02°28'04" W., 118.73 FEET TO A POINT ON CURVE; THENCE EASTERLY ALONG A CURVE TO THE LEFT, CONVEX TO THE SOUTH, WITH A RADIUS OF 270.00 FEET AND AN INITIAL TANGENT BEARING S. 82°31'56" E., A DISTANCE OF 26.53 FEET; THENCE S. 01°50'15" W., 60.00 FEET; THENCE S. 03°39'21" W., 150.46 FEET; THENCE N. 89°57'34" W., 53.83 FEET; THENCE N. 71°16'55" W., 242.00 FEET; THENCE N. 88°53'37" W., 245.77 FEET; THENCE S. 18°18'33" W., 98.45 FEET; THENCE N. 71°41'27" W., 155.00 FEET; THENCE S. 18°18'33" W., 31.34 FEET; THENCE N. 71°41'27" W., 196.60 FEET; THENCE N. 88°53'37" W., 325.30 FEET; THENCE N. 64°48'22" W., 93.11 FEET; THENCE N. 88°53' 37" W., 164.11 FEET TO THE SOUTH LINE OF ROBESON MEADOWS WEST SUBDIVISION NO. 2, RECORDED IN BOOK CC OF PLATS AT PAGE 49 AS DOCUMENT NO. 94R29406 IN THE RECORDER'S OFFICE OF CHAMPAIGN COUNTY, ILLINOIS; THENCE N. 01°06'23" E., ALONG SAID SOUTH LINE, 305.38 FEET; THENCE S. 79°17'02" E., ALONG SAID SOUTH LINE, 164.66 FEET; THENCE N. 72°07' 37" E., ALONG SAID SOUTH LINE, 150.99 FEET; THENCE S. 88°53'37" E., ALONG SAID SOUTH LINE, 262.99 FEET; THENCE S. 52°01'25" E., ALONG SAID SOUTH LINE, 75.00 FEET; THENCE S. 88°53'37" E., ALONG SAID SOUTH LINE, 182.00 FEET; THENCE N. 01°06' 23" E., ALONG SAID SOUTH LINE, 20.08 FEET; THENCE S. 88°53'37" E., ALONG SAID SOUTH LINE, 100.00 FEET; THENCE N. 61°22'56" E., ALONG SAID SOUTH LINE, 40.17 FEET; THENCE S. 88°53'37" E., ALONG SAID SOUTH LINE AND SOUTH LINE OF AFORESAID ROBESON MEADOWS WEST SUBDIVISION NO. 1B, 321.44 FEET; THENCE S. 65°10'31" E., ALONG SAID SOUTH LINE OF ROBESON MEADOWS WEST SUBDIVISION NO. 1B, 202.73

FEET TO THE POINT OF BEGINNING, CONTAINING 11.779 ACRES, MORE OR LESS, ALL SITUATED IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS,

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 Thomas B. Jordan, Illinois Professional Land Surveyor No. 2014, Champaign, Illinois, in the manner shown on said plat: as a subdivision to be perpetually known as ROBESON MEADOWS WEST SUBDIVISION NO.3, City of Champaign, Champaign County, Illinois, and does hereby grant and dedicate to the people of the City of Champaign, 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 City of Champaign, Champaign County, Illinois, each of which said streets shall be perpetually known by the respective names designated on said plat.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Surveyor's Certificate shall, by adopting the description of said platted land as ROBESON MEADOWS WEST SUBDIVISION NO.3, 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 lot and which are incidental to the dwelling unit or to the main use of the premises.

2.2 Building Area: That portion of a building site within which the construction and maintenance of dwelling structure 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 foundations 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 this addition of Robeson Meadows West Subdivision NO.3 and various sections of Robeson Meadows West 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 included herein as Exhibit A which sets forth certain items to which an owner or builder must be aware in order to construct building improvements on a particular lot and adhere to in order to occupy a dwelling unit on a particular lot.

APPLICATION

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

COVENANTS

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

3.2 Architectural Committee: The Robeson Meadows West Subdivision Architectural Committee shall initially be composed of the following three (3) persons:

Kyle Robeson, 1501 Interstate Drive, Champaign, Illinois 61821
Ralph Sackett, 2119 Noel, Champaign, Illinois 61821
Bruce Hutchings, 1107 W. Daniel, Champaign, Illinois 61821

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

(a) Approval by Committee: No construction work shall be commenced upon any structure unless the plans and specifications therefore have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these restrictive covenants and the Builder/Buyer Review Checklist (See Appendix A). The plans and specifications shall comply with Section 3.8 and shall show complete construction plans, elevations and details, including the nature, kind, shape, height, roof pitch,

material and color scheme of the structure and shall include a site plan showing the lot lines, required yards, landscaping: and the proposed location of all structures, including patios, decks, entry walks and required yard lights. The plans shall include a gradiog plan of the building site and entire lot,

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

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

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

(3) To determine whether a fence, wall, hedge or shrub planting unreasonably obstructs the view of approaching street traffic or 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 1800 square feet. No dwelling unit having more than one story shall occupy a ground floor area of less than 1200 square feet and a total floor area of less than 2200 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 to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than fifteen (15) feet to any side street line. No main or accessory building shall be located closer to the side lot lines than a distance of six (6) feet, except that a two (2) foot side yard shall be required for permitted accessory buildings located sixty-five (65) feet or more back from the minimum building set back line. No dwelling unit shall be located on any interior lot nearer than ten (10) feet to the rear lot line or a greater distance if shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portions of a building on a lot to encroach upon another lot.

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

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

3.6 Easements: Easements for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat. 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 Champaign, and utility companies; and also to lot owners (as applicable) for repair and maintenance of private sanitary service sewers owned by other lot owners.

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

3.8 Permissible Building:

Order of Construction - All buildings erected on any building site shall be constructed of new materials of good quality suitably adopted for use in the construction of residences. No old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection or construction of the dwelling unit. 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.

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, entry porticos, accessory structures. Roof pitches should be not less than six in twelve. Flat roofs or mansard roofs shall not be allowed. Above ground swimming pools shall not be allowed.

Simple use of exterior materials and finishes is desired with contrived or ostentatious features or configurations not allowed. 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, white and black, shall not be allowed except as accents or trim.

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. Additionally, all sump pump discharge lines shall be connected to available storm sewer or underdrain lines. See Appendix A.

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.

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

No development or landscaping shall occur by any lot owner which extends beyond the platted lot lines of each lot owner's lot or within a designated commons area easement.

Additionally, no plantings or landscaping exceeding the height of four feet at maturity shall be permitted in the rear yard or rear side yard setback area (as such setback is prescribed by the City of Champaign or the Final Plat) for Lots 302 through 304 and Lots 310 through 315 unless specific approval therefore is given by the Architectural Committee as provided by the covenants and restrictions for Robeson Meadows West Subdivision NO.3 as amended. It is the intent that lake views of adjoining properties shall not be blocked or screened by plantings or landscaping.

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

Fences shall be designed and constructed of materials which are similar to and/or blend with those used on the building structure. 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.

Fences shall not be constructed on a designated "commons area easement" or other public area, unless constructed by the developers or the Robeson Meadows West Homeowners Association, and approved by the Architectural Committee. Fences constructed by the individual homeowner shall be the responsibility of the individual homeowner to install and maintain.

To preserve the quality and attractiveness of the commons property along the perimeter of lakes at Robeson Meadows West Subdivision, no rear yard or rear side yard perimeter fences exceeding three feet in height shall be permitted along Lots 302, 303, or 304 and Lots 308 through 315. Fences which are required by law for protection of private swimming pools, fences which are designed and constructed for localized privacy for patios, etc. will be allowed if approved by the Architectural Committee. It is the intention of this covenant that lake view of adjoining properties shall not be blocked or screened by fences.

3.9 Non-Occupancy and Diligence During Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction is fully completed and the interior construction is substantially completed. No such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

3.10 Temporary Structures and Satellite Dishes: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently. Television satellite dishes shall not exceed 24 inches in diameter, shall be partially hidden, and locations shall be approved by the Architectural Review Committee,

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

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

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

3.13 Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats or other common household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

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

3.15 Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be

placed in the street right-of-way.

3.16 Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. 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 connection a point thirty (30) feet outward from the edge of the driveway ten (10) feet from the street property line.

3.17 Off-Street Parking: All property owners in Robeson Meadows West Subdivision NO.3 shall provide facilities for off-street parking for the number of automobiles in use by the owner or resident on the property or persons regularly employed on the property.

All property owners or residents in Robeson Meadows West Subdivision No. 3 owning or possessing any type of recreational vehicle, boat, boat trailer, or like vehicle, shall provide facilities for off-street parking for such vehicle in addition to the off-street parking provided for number of automobiles in use by the owner or resident.

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

3.19 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. 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 commons area easement or the Champaign Park District sidewalk located adjacent to this subdivision. No hedge, fence or any other type of obstruction shall be between said rear yard light and the commons area easement or the Champaign Park District sidewalk.

All yard lights shall be equipped with a photo-electric cell that activates the light during hours of darkness.

All property owners in Robeson Meadows West Subdivision No. 3 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.

3.20 Commons Area Easement: Certain areas within the designated "commons area easement" 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 Robeson Meadows West Subdivision NO.3. Subject to said dedication, such areas designated "commons area easement" shall be devoted to the common use and enjoyment of the owners of the lots in this addition of Robeson Meadows West Subdivision NO.3 and various sections of Robeson Meadows West Subdivision presently platted or to be platted at a later date. The management and control of these areas designated "commons area easement" shall be exclusively exercised by Robeson Meadows West Subdivision Homeowners 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 annual charges to Robeson Meadows West Subdivision Homeowners Association in accordance with its Articles

of Incorporation, By-Laws and the declaration of covenants and restrictions contained herein, and each said owner does hereby agree to pay such assessments by accepting conveyance by deed to any lot in said Subdivision. No buildings shall be erected on such areas designated as "commons area easement" and designated easements for public utilities are hereby granted and dedicated to the City of Champaign on and across all designated areas within the "commons area easement" .

The Robeson Meadows West Homeowners Association, shall provide for the care and maintenance of improvements within the "commons area easement", island and median areas (including decorative walls, lighting, sidewalks, landscaping, etc.) from assessments paid by the owners of lots in this and other additions or sections of Robeson Meadows West 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 or Robeson Meadows West Subdivision.

3.21 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.

3.22 Modification. Waiver. or Addition of Restrictions: These restrictive covenants may be modified, waived, or amended, in whole or in part. and additional restrictive covenants may be adopted, as to anyone or more lots, by

an instrument signed, acknowledged and recorded by not less than two-thirds of the lot owners of this subdivision.

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

3.24 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.

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

3.26 Dedication to Park District: The undersigned do hereby grant, dedicate the sidewalk right-of-way adjacent to Lots 306/307, Lots 309/310, Lots 308 through 315 inclusive and Lots 323/324 to the Champaign Park District solely for public park purposes, subject to the utility and drainage easements shown on the recorded plat.

Attest:

Bruce Hutchings, Vice President

By:.

Kyle Robeson, President
Rob~son Crossing, Inc.

Prepared By:

Ralph Sackett
Robeson Crossing, Inc.
Secretary/Treasurer
125 W. Church St.
Champaign, IL 61820

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the President of Robeson Crossing, Inc., a corporation, and ~~Rob~son Crossing, Inc.~~, personally known to me to be the Vice President of ~~Rob~son Crossing, Inc.~~, a corporation, and personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed the said instrument as such officers of said corporation and caused the corporation seal of said corporation to be

Given under my hand and Notarial Seal this _____ day of _____, 1994.

Notary Public

My Commission Expires: _____

APPENDIX A
BUYER/BUILDER REVIEW CHECKLIST
ROBESON MEADOWS WEST SUBDIVISION No. 3

A) Site/Work

- 1) Rough grade elevation shown on the subdivision construction plans by Daily & Associates shall be reviewed by the buyer/builder.
- 2) Surface drainage patterns shown on the construction plans, including the sideyard swales between lots with significant differentials in pad elevations, shall be maintained by the buyer/builder both during construction of the unit and after completion of unit - as shown on the details on the construction plans.

The initial lot construction shall include grading, as shown on the construction plans, to construct the sideyard swales on the adjacent lots to the limits of the sideyard swales. Robeson Crossing, Inc. does hereby grant a temporary grading easement for construction of this swale.

- 3) Erosion control shall be practiced by the builder during construction and by the buyer upon occupancy of the unit.
- 4) Excess dirt from foundation or basement excavation shall be removed from the project site when the building framing is completed.
- 5) The buyer/builder shall not allow site construction to encroach on adjacent landscape and commons easements whatsoever.
- 6) The subdivision construction plans prepared by Daily and Associates 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.

B) Drives and Walks- The buyer shall ascertain any needs or requirements for footings or foundation drains for building improvements to be made.

- 1) Driveway locations as shown on the construction plans shall be used unless an alternate location is specifically agreed to by the developer.
- 2) Deficiencies in sidewalks are to be noted to the developer before building construction begins. Sidewalk repair after beginning of construction shall be by the buyer/builder.
- 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 of sump pump discharge locations (both horizontal and vertical) shall be approved by the developer prior to installation.
- 2) Location of the project sanitary sewers shall be noted by the buyer/builder. Location awareness shall include the horizontal and vertical location of the sanitary sewer service connection and the material type of the service connection.

D) Plats & Covenants

- 1) The buyer/builder shall be completely aware of the building setback locations shown on the recorded final plat of the subdivision and shall note all deviations from the City of Champaign Zoning Ordinance in the district in which the lot is located.
- 2) The buyer/builder shall visit the site prior to taking possession of the lot, note all improvements on 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 has an interest.
- 3) The covenants and restrictions which are recorded with the final plat will be made available to the buyer/builder and interpretations shall be made by the buyer/builder prior to accepting the deed to the lot.
- 4) 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) Construction drawings (floor plans, floor elevations, basement or footing/foundation plan, sections/details, etc.).
- 2) Plans for home construction shall be submitted and approved prior to beginning construction and shall include the following:
 - a) front and rear yard light locations (when required by covenants)
 - b) grading plan
 - c) finish floor elevation relative to front yard property line
 - d) setbacks, utility easements
 - e) house location on lot

- f) site development (patios, decks, accessory buildings, satellite dishes, etc.)
- 3) Landscape plan
- 4) Fence design (if included)
- 5) Exterior materials and colors
 - a) roof
 - b) walls (siding, brick, etc.)
 - c) trim- windows, shutters, molding, etc.