

FINAL PLAT

00024988



THE SURVEY CORNER OF THE NE 1/4 OF SECTION 14, T4N, R14E, S12W

TIMBERLINE VALLEY SOUTH

00 R24988

SUBDIVISION NO. 3

CITY OF CHAMPAIGN, CHAMPAIGN COUNTY ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS

SS.

COUNTY OF CHAMPAIGN

LEGAL DESCRIPTION

TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 3

PART OF THE NE 1/4 OF SECTION 9, T. 19 N., R. 8 E., OF THE 3RD P.M. LYING EAST OF F.A. ROUTE 57 (INTERSTATE I-57), AND NORTH OF F.A. ROUTE 11 (INTERSTATE HIGHWAY I-72), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 9, T. 19 N., R. 8 E. OF THE 3RD P.M.; THENCE N. 89°15'43" W., ALONG THE NORTH LINE OF SAID SECTION 9 AND APPROXIMATE CENTERLINE OF BRADLEY AVENUE, 544.68 FEET; THENCE S. 00°44'17" W., 40.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BRADLEY AVENUE ALSO BEING THE TRUE POINT OF BEGINNING; THENCE S. 00°56'45" E., 215.61 FEET; THENCE N. 76°56'58" W., 53.79 FEET; THENCE S. 22°33'46" W., 121.99 FEET; THENCE S. 63°43'47" E., 6.55 FEET; THENCE S. 24°13'53" W., 60.00 FEET; THENCE S. 00°37'40" E., 607.34 FEET TO A POINT ON THE NORTH LINE OF WESTLAKE SIXTH SUBDIVISION, RECORDED IN BOOK AA AT PAGE 270 IN THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE N. 89°07'55" W., 650.88 FEET ALONG THE NORTH LINE OF SAID WESTLAKE SIXTH SUBDIVISION AND CONTINUING ALONG THE NORTH LINE OF WESTLAKE FIFTH SUBDIVISION, RECORDED IN BOOK BB AT PAGE 100 IN THE CHAMPAIGN COUNTY RECORDER'S OFFICE TO A POINT BEING ON THE EAST LINE OF TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 1, RECORDED IN BOOK CC AT PAGE 225 AS DOCUMENT NO. 96R 30130 IN THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE N. 00°52'05" E., ALONG THE EAST LINE OF SAID TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 1, 120.00 FEET; THENCE S. 89°07'55" E., 14.09 FEET, ALONG SAID EAST LINE; THENCE N. 00°52'05" E., 184.47 FEET, ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 2, RECORDED AS DOCUMENT NO. 98R 38555 IN THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE S. 80°57'17" E., 31.45 FEET, ALONG SAID SOUTH LINE; THENCE S. 89°07'55" E., ALONG SAID SOUTH LINE, 15.73 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 2; THENCE N. 00°07'43" E., ALONG THE EAST LINE OF SAID TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 2, 120.01 FEET; THENCE S. 89°07'55" E., ALONG SAID EAST LINE, 30.87 FEET; THENCE N. 00°52'05" E., ALONG SAID EAST LINE, 60.00 FEET; THENCE N. 00°31'38" E., ALONG SAID EAST LINE, 139.11 FEET; THENCE N. 89°02'08" E., ALONG SAID EAST LINE, 43.83 FEET; THENCE N. 00°57'52" W., ALONG SAID EAST LINE, 138.93; THENCE N. 89°02'08" E., ALONG SAID EAST LINE, 12.42 FEET; THENCE N. 00°57'52" W., ALONG SAID EAST LINE, 221.29 FEET TO THE NORTHEAST CORNER OF SAID TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 2, SAID CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BRADLEY AVENUE, THENCE S. 89°13'45" E., ALONG SAID SOUTH RIGHT-OF-WAY LINE, 590.79 FEET TO THE POINT OF BEGINNING CONTAINING 13.058 ACRES, MORE OR LESS, ALL SITUATED IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.

PREPARED BY: Thomas B. Jordan DATE August 09, 2000
THOMAS B. JORDAN
IL PROFESSIONAL LAND SURVEYOR
NO. 2014
CHAMPAIGN, IL

SCHOOL DISTRICT STATEMENT

Owners further state that the subject property lies within the boundaris of Champaign Community Unit School District No. 4

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and having caused the same to be surveyed by Thomas B. Jordan, Illinois Registered Land Surveyor #2014 and having subdivided said real estate into lots, numbered 301 through 341 inclusive, streets and utility easements as indicated on the annexed plat bearing the certificate of the said Thomas B. Jordan under date of the 20 of October, 2000, said Subdivision to be known as Timberline Valley South Subdivision No. 3 in the City of Champaign, Champaign County, Illinois.

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 aforesaid Surveyor's Certificate shall by adopting the above description of said platted land be taken and understood as if incorporating in all such conveyances, without repeating the same, the following covenants as applicable:

EXHIBIT A

Dedication of Right-of-way

Owner hereby dedicates perpetually the tracts including subsurface, surface and airspace under, on and over such tracts, shown on the plat as street(s), road(s), avenue(s), drive(s), boulevard(s), highway(s), crosswalk(s) and alley(s) (collectively "right of way"), respectively, to City of Champaign, Champaign, Illinois, for public use, 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 no limited to water, sanitary sewer, storm sewer and drainage, electricity, gas, telephone, cable television or any other use the public entity in whose jurisdiction other right-of-way lies shall deem to be necessary or useful to the public. The public entity with jurisdiction on behalf of the public shall have the right to maintain said right-of--way free from buildings, fences, structures or any obstructions of any kind whatsoever. No person shall obstruct said right-of-way unless the public entity with authority to do so and all public utilities with facilities located in the easement otherwise authorize said obstructions in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located, provided that the cost of removing obstructions placed in the public right-of-way shall be borne by the person or persons creating the obstruction pursuant to the laws and ordinances of the jurisdiction with control of the right-of-way. The streets, avenues, drives, roads, highways and boulevards shall bear the respective name(s) as shown the plat subject to the right of the public entity with appropriate authority to change said name as provided by law.

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Dedication of Utility Easements to the Public

Owner hereby dedicates perpetually the tracts shown on the plat as "utility easements" to City of Champaign, Champaign, Illinois, for use by utilities for public utility purposes including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television or any other such use that the public entity in whose jurisdiction the easement lies shall deem to be a utility. Such public entity shall have the right to authorize persons to construct, occupy, maintain, use, repair and reconstruct utilities within said easement and to maintain or authorize the utility to maintain said easement free from building, 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 or maintenance 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.

Dedication of Drainage easements to the Public

Owner hereby dedicates perpetually the tracts shown as drainage easements or drainage ways or facilities to City of Champaign, Champaign, Illinois, for storm water drainage purposes including but not limited to constructing, using, operating, maintaining, repairing or reconstructing storm water drainage detention, retention, inlet or outlet facilities or any combination thereof and including the right to place spoil from drainage facilities on the same and to maintain said easement free from any building, fences, structures, impermeable surface, or obstruction whatsoever. No person shall obstruct said tract unless the entity with authority to do so authorizes said obstruction in writing. Only grass may be maintained in that portion of any drainage tract located in a floodway or floodplain. Vegetation may be planted, unless otherwise prohibited by law, in the area of the portion of the tract not located in the floodplain, but the owner shall bear the cost of its removal, if the entity with jurisdiction over the tract hereby dedicated, in its sole discretion, deems such removal necessary. Berm or grading changes made which are not in conformance with the approved plans for drainage filed with the City shall be considered obstructions. The cost of removing unauthorized obstructions or berm or grading changes shall be borne by the property owner of the property on which the obstruction is located.

PROTECTIVE COVENANTS

The following covenants shall apply in their entirety, unless otherwise stated, to all lots in Timberline Valley South Subdivision No. 3:

1. **Usage and Floor Area:** All lots in this Subdivision are platted as single family lots for single family usage. The total floor area of each

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dwelling structure, exclusive of porch, patio, balcony, basement and garage area, shall be 1200 square feet or more.

2. **Dwelling Quality:** It is the intent and purpose of this covenant that all dwellings shall be of good quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. All construction shall be in conformity with the BOCA Basic/National Fire Prevention Code, the NFPA Life Safety Code No. 101 and the Illinois Rules and Regulations on Volatile Liquids, as amended by the City of Champaign Municipal Code 1985, as amended.

The front yard of any improved lot shall be sodded within five (5) months of occupancy.

3. **Building Location:** No building shall be located on any lot nearer to a lot line than allowed by the applicable zoning ordinance of City of Champaign, If a more restricted setback line is set forth on the recorded plat, such setback line shall control.

4. **Architectural Control:**

a. **Committee Membership:** The Architectural Control Committee is composed of John Kenny, Ron Kenny and a third member to be designated by the remaining lot owners in TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 3 as soon as there are more than thirty (30) such owners. A majority of the committee may designate a representative to make its report. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of a majority of the lots in TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 3 shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. **Powers:** It is the purpose of Architectural Control to promote the residential development of TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 3 and to enhance property values; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

The Architectural Committee shall have the power to reduce minimum dwelling size requirements where the size, shape, and location of the lot warrants such variance in the opinion of the Architectural Committee.

(1) **Building plats, etc:** No building, dwelling, fence, or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations and a plot plan showing lot lines, boundaries of the building site

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shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Committee. TV Satellite discs shall not be installed unless the lot owner has first secured the written approval of the Architectural Committee.

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

(3) **Right of Inspection:** During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said Subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

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

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

5 **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. No animals or pets shall be housed, kept, or leashed outside the building on any lot, except within a fenced enclosure.

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

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

8 Oil and Mining Operations: No oil drilling, oil development operation, 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.

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

10 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 and disposal of such material shall be kept in a clean and sanitary condition.

11 Reserved:

12 Fences: No fences having an overall height of more than three (3) feet shall be constructed or allowed to remain on any lot between the street line and the building set back line, and no shrubbery or hedge located between the street line and the building setback line shall be permitted to grow over three (3) feet in height. No fences shall be constructed on any lot except to replace or maintain fences of the same type, height, materials, and structural components as constructed with the initial building construction and improvements by John Kenny Homes, Inc., unless approved by the Architectural Committee.

13 Parking: The owner of each lot shall provide enclosed off-street parking for each motor vehicle owned by such lot owner. No recreation vehicles may be stored upon a lot unless in an enclosed garage. Street parking shall be permitted only for temporary visitors.

14 Maintenance of Improvements: It shall be the responsibility of each lot owner to maintain in good condition the improvements upon his/her lot and to keep the same in a clean and neat condition.

15 Commons Area: It is specifically understood and agreed that Lots 100A and 100B in Timberline Valley South Subdivision No. 1 are designated as "Commons Area" and serve as detention ponds for the storm waters of the entire Subdivision, including Subdivision No. 3 hereunder. The cost of maintenance of the detention ponds shall be borne by assessment of all lots

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in both Subdivisions provided that the owner of each lot fronting in whole or in part upon the detention pond Commons Area shall be subject to a full assessment and the owner of each lot in the remainder of the two Subdivisions shall be subject to a one-half assessment.

A Commons Area Easement is referenced as shown on the plat between Lots 316 and 317. This easement is for sidewalk purposes and is dedicated for the usage of the public. The maintenance of this easement area is to be borne as a Commons Area expense applicable to all owners, except the mowing of grass shall be the responsibility of the adjacent owners.

16 **Post Lanterns:** Concurrently with the occupancy of a residence upon each lot, the owner thereof shall provide a post lantern in the front yard located not more than ten (10) feet from the sidewalk and ten (10) feet from the nearest driveway boundary. Such post lantern shall be equipped with a photoelectric cell causing the post lantern to be illuminated automatically at dusk throughout the year.

17 **Homeowner's Association:** In the event a Homeowner's association is formed, the owner of each lot in the Subdivision shall automatically be a member of such Homeowner's Association and shall be subject to the adopted rules and regulations of such Association and shall be subject to assessment in accordance therewith. The maintenance of the Commons Area described herein shall be the responsibility of the Homeowner's Association which Association shall have the authority to levy assessments upon such lot owners in accordance with the provision set forth above for detention pond maintenance.

Each lot owner shall be entitled to one (1) vote any meeting of the members of such Association.

18 **Dwelling Occupancy:** Not more than four unrelated persons may reside in each single family dwelling.

19 **Term:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in this Subdivision has been recorded agreeing to change said covenants in whole or in part; provided that any changes to Covenant 11 and Exhibit A attached must be approved in writing by the City of Champaign.

20 **Reserved:**

21 **Enforcement:** Enforcement shall be by proceeding 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. Any lot owner(s) or the Homeowner's Association may take all appropriate action to enforce these covenants on behalf of the lot owners.

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22 Release or Amendment of Covenants: The majority of the Owners of legal title of record of the lots included in this Subdivision shall have the authority at any time to release or amend all or, from time to time, any part of the Protective Covenants or reservations herein set forth applicable to such lots. This authority to release or amend covenants is subject to the approval of the City of Champaign with reference to Covenant 11 and Exhibit A. Upon the recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such covenant, condition, lien or charge shall no longer be required under the provisions herein set forth. Prior to the amendment of any covenant dealing with the maintenance of any common sanitary sewer, written approval of such amendment must be first obtained by the City of Champaign and the Urbana-Champaign Sanitary District.

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

IN WITNESS WHEREOF, This Owner's Certificate has been executed by JOHN KENNY HOMES, INC., by its President and attested by its Secretary, this 10th day of October, 2000, pursuant to authorization of its Board of Directors; further said Certificate has been executed by Central Illinois Bank, mortgage, and joins in the execution of this Owner's Certificate as the owner's mortgage to evidence its consent to the terms and provisions of the Owner's Certificate this 20 day of October, 2000.

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Owner's Certificate this 20 day of October, 2000.

JOHN KENNY HOMES, INC.

CENTRAL ILLINOIS BANK

BY: John Kenny
John Kenny, President

BY: Mark P. Maffei VP

ATTEST:

ATTEST:

Leo B. Heath
Secretary

Paul Duran, LSR

STATE OF ILLINOIS

SS.

COUNTY OF CHAMPAIGN

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Kenny and LEO B HEATH, JR, personally known to by to be the President and Secretary respectively of JOHN KENNY HOMES, INC., a corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary respectively they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said Corporation.

Given under by hand and notarial seal this 20 day of October, 2000.

James Hunter



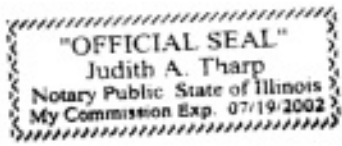
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STATE OF ILLINOIS
 SS
COUNTY OF CHAMPAIGN

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mark McHale, personally known to me to be the Vice President of CENTRAL ILLINOIS BANK and also known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that as such Vice President he signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that he was duly authorized to execute the same.

Given under my hand and seal this 20th day of October, 2000.

Judith A. Tharp



2000R24988

RECORDED ON

10-26-2000 10:47:41

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC. FEE:
REV FEE:
PAGES: 14
PLAT ACT:

Timberline Valley South Sub
No. 3

DATE 10.20.2000

INSTRUMENT PLAT

DESCRIPTION PART OF NE 1/4 of SEC 9, T19, R8

RETURN TO: CTI

FEE: 61.00
3.00
64.00

TAX CERTIFICATE

0024988

STATE OF ILLINOIS
COUNTY OF CHAMPAIGN

55

I, the undersigned County Clerk for Champaign County, Illinois, do hereby certify that there are no unpaid current taxes or unpaid delinquent taxes or unpaid current special assessments or unpaid special assessments for the premises described as:

LEGAL DESCRIPTION

TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 3

PART OF THE NE 1/4 OF SECTION 9, T. 19 N., R. 8 E., OF THE 3RD P.M. LYING EAST OF F.A. ROUTE 57 (INTERSTATE I-57), AND NORTH OF F.A. ROUTE 11 (INTERSTATE HIGHWAY I-72), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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DATED THIS 12th DAY OF OCTOBER, 2000.

PERMANENT TAX I.D. NO. 03-20-09-200-041



03-20-09-200-040 (1997 + 1998) Mark Shelton
COUNTY CLERK
03-20-09-200-032 (1996)