

**STATE OF ILLINOIS
COUNTY OF CHAMPAIGN
STONE CREEK SUBDIVISION
CHAMPAIGN COUNTY**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Clinton C. Atkins dba The Atkins Group, being the owner of the following described real estate:

SEE ATTACHED EXHIBIT "A" ON PAGE 14

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 Land Surveyor No. 2014, Champaign, Illinois, in the manner shown on said plat as a subdivision to be perpetually known as **STONE CREEK SUBDIVISION No. 1**, in Champaign County, Illinois, and does hereby grant and dedicate to the people of 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 designed on said plat, and does further dedicate to the people of the City of Urbana, Champaign County, Illinois for the use of the public forever all utility easements shown 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 **STONE CREEK SUBDIVISION No. 1**, 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 **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 inhere to 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 **STONE CREEK SUBDIVISION NO. 1** Architectural Committee shall be initially composed of the following three (3) persons:

Clinton C. Atkins, 2001 Kankakee Dr., Champaign
Mike Martin, 2001 Kankakee Dr., Champaign
Mark Dixon, 2001 Kankakee Dr., Champaign

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 this section of **STONE CREEK SUBDIVISION NO. 1** and various sections of **STONE CREEK SUBDIVISION**, presently platted or to be platted at a later date, 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 in The Highlands, The Fairways, and The Enclave areas. No one story dwelling unit shall occupy a ground floor area of less than 2,000 square feet in The Reserve and The Greens areas. 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 The Highlands, The Enclave, and The Fairways. No dwelling unit in The Reserve or The Greens areas having more than one story shall occupy a ground floor area of less than 1,400 square feet and a total floor area of less than 2,400 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 except Stone Creek Boulevard. No building shall be located nearer than thirty (30) feet to Stone Creek Boulevard. No building or lot bordering the golf course shall be nearer than thirty (30) feet to the rear yard line. No building shall be located on any lot nearer than eight (8) feet to the sideyard lot line. 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.

Simple use of exterior materials and finishes is desired with contrived or ostentatious features or configurations not 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 in The Reserve and The Greens. Vinyl or Aluminum siding is not allowed in The Reserve or The Greens.

While the use of Vinyl or Aluminum siding is discouraged in The Highlands, The Enclave, and The Fairways, it is permitted provided that all of the front elevation is brick or stone. However, Vinyl or Aluminum siding is not allowed on the rear elevation of any golf course lot. All corners faced with brick or stone must be returned with stone or brick a minimum of 4 feet on the side elevation. 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 landscaping requirement 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 **STONE 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 rear 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 **STONE 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 **STONE CREEK SUBDIVISION**.

All property owners in **STONE 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 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 **STONE CREEK SUBDIVISION**. Subject to said dedication, such areas designed "commons area easement" shall be devoted to the common use, the enjoyment of the owners of the lots in this addition of **STONE CREEK SUBDIVISION** and various sections of **STONE CREEK 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 **STONE 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 **STONE 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 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 Urbana and County of Champaign on and across all designated areas within the "commons area easement".

The **STONE 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 **STONE 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 **STONE CREEK SUBDIVISION**.

In the event that the **STONE 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 may offer 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 otherwise authorized by law, specified 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 shall not be considered an obstruction of 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 **STONE 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.

APPENDIX A BUYER/BUILDER REVIEW CHECKLIST STONE 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 Stone 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 Stone 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 Stone 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 Stone 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.