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2005R30631

RECORDED ON

10/07/2005 10:32:16AM

CHAMPAIGN COUNTY

RECORDER

BARBARA A. FRASCA

REC FEE: 82.00

RHSPS Fee: 10.00

REV FEE:

PAGES 21

PLAT ACT:

PLAT PAGE: 1

Recorder
Champaign County
Barbara A. Frasca



Boulder Ridge 3rd Sub
(title)

Date: 9-20-05

Instrument: Plat

Description: SE 44 4-19-8

Return to: BKB Engineering
586-1803

Fee:

2005R 30631
10/7/05

SURVEYOR:
JAMES M. BETHAM, LAND SURVEYOR, ILL.
SALAMANCA, ILLINOIS 61881
(717) 331-4400
FAX (717) 331-4402

DATE: 10/7/05
BY: JMB
FOR: JMB
PROJECT: BOULDER RIDGE THIRD SUBDIVISION
COUNTY: CHAMPAIGN, ILL.
TOWNSHIP: 4, T. 19N., R. 8E., S. 34E.

CHAMPAIGN COUNTY, ILL.
COUNTY CLERK: JAMES M. BETHAM
FAX (717) 331-4402

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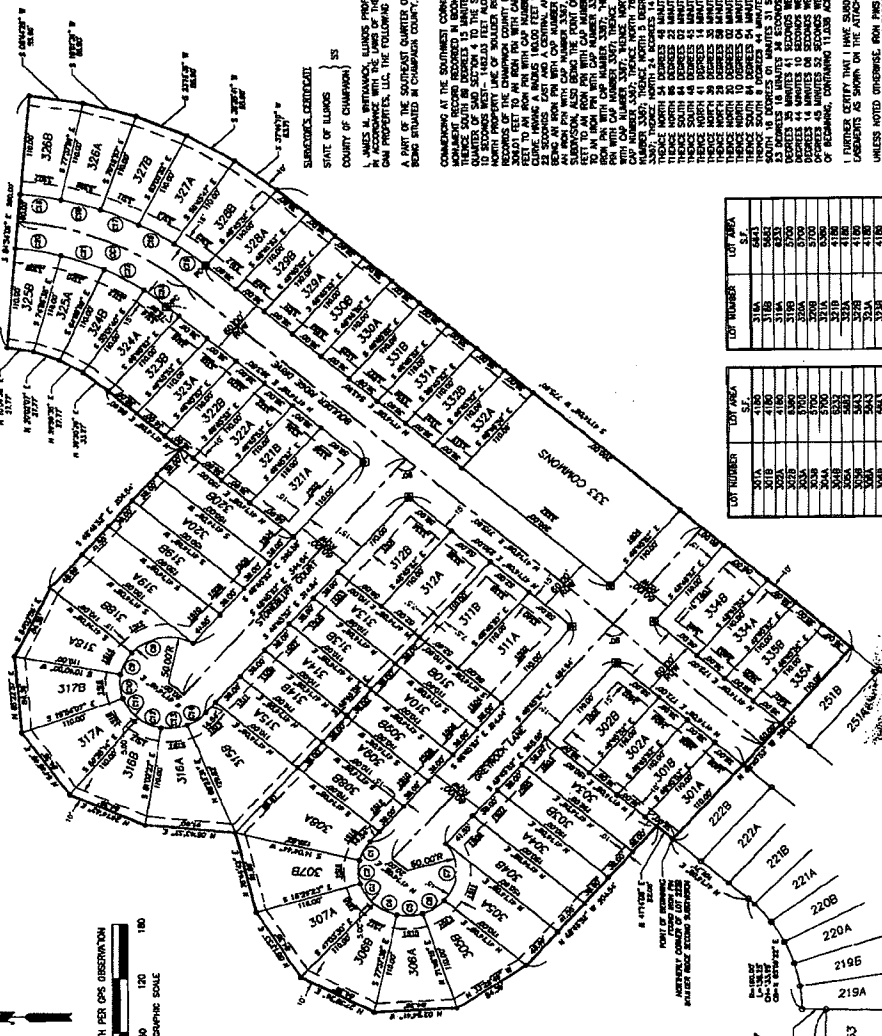
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FINAL PLAT BOULDER RIDGE THIRD SUBDIVISION AN ADDITION TO THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS A PART THE SE 1/4 OF SEC. 4, T. 19N., R. 8E., 3rd. P.M.



CENTERLINE CURVE TABLE

| STATION | CHORD BEG. | CHORD END | CHORD MTS. |
|---------|------------|-----------|------------|
| 10 | 50.00 | 50.00 | 5.2371071 |
| 20 | 50.00 | 50.00 | 5.2371071 |
| 30 | 50.00 | 50.00 | 5.2371071 |
| 40 | 50.00 | 50.00 | 5.2371071 |
| 50 | 50.00 | 50.00 | 5.2371071 |
| 60 | 50.00 | 50.00 | 5.2371071 |
| 70 | 50.00 | 50.00 | 5.2371071 |
| 80 | 50.00 | 50.00 | 5.2371071 |
| 90 | 50.00 | 50.00 | 5.2371071 |
| 100 | 50.00 | 50.00 | 5.2371071 |

LOT CURVE TABLE

| LOT NO. | CHORD BEG. | CHORD END | CHORD MTS. |
|---------|------------|-----------|------------|
| 1 | 50.00 | 50.00 | 5.2371071 |
| 2 | 50.00 | 50.00 | 5.2371071 |
| 3 | 50.00 | 50.00 | 5.2371071 |
| 4 | 50.00 | 50.00 | 5.2371071 |
| 5 | 50.00 | 50.00 | 5.2371071 |
| 6 | 50.00 | 50.00 | 5.2371071 |
| 7 | 50.00 | 50.00 | 5.2371071 |
| 8 | 50.00 | 50.00 | 5.2371071 |
| 9 | 50.00 | 50.00 | 5.2371071 |
| 10 | 50.00 | 50.00 | 5.2371071 |

NOTES:
1. ALL LOTS ARE SHOWN ON TRUE NORTH PER OPS
2. THE SUBDIVISION IS LOCATED WITHIN THE FRONTIER TOWNSHIP
3. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF CHAMPAIGN
4. THE CITY OF CHAMPAIGN IS LOCATED WITHIN THE CHAMPAIGN COUNTY
5. THE CHAMPAIGN COUNTY IS LOCATED WITHIN THE STATE OF ILLINOIS
6. THE STATE OF ILLINOIS IS LOCATED WITHIN THE UNITED STATES OF AMERICA
7. THE UNITED STATES OF AMERICA IS LOCATED WITHIN THE WORLD
8. THE WORLD IS LOCATED WITHIN THE UNIVERSE
9. THE UNIVERSE IS LOCATED WITHIN THE COSMOS
10. THE COSMOS IS LOCATED WITHIN THE INFINITE

CHAMPAIGN COUNTY, ILLINOIS
COUNTY CLERK: JAMES M. BETHAM
FAX (717) 331-4402

LOT AREA

| LOT NO. | AREA |
|---------|-------|
| 1 | 50.00 |
| 2 | 50.00 |
| 3 | 50.00 |
| 4 | 50.00 |
| 5 | 50.00 |
| 6 | 50.00 |
| 7 | 50.00 |
| 8 | 50.00 |
| 9 | 50.00 |
| 10 | 50.00 |

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NEW FEE:
PAGES 21
PMT AMT:
PMT PAGES: 1



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**BOULDER RIDGE THIRD SUBDIVISION
OWNER'S CERTIFICATE AND
RESTRICTIVE COVENANTS**

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

GAM PROPERTIES, LLC, an Illinois limited liability company, being the legal owner of record (herein the "Owner") hereby makes this Certificate as to the following described real estate:

see Exhibit "A" attached,

and has caused the same to be surveyed by James M. Whitkanack, Illinois Professional Land Surveyor No. 035-003367, and has subdivided said real estate into lots, streets, and utility and drainage easements as indicated on the annexed plat, (herein the "Plat") bearing the Certificate of James M. Whitkanack under date of 8/25, 2005, said subdivision to be known as **BOULDER RIDGE THIRD SUBDIVISION** and to be part of a larger development comprised of other subdivisions platted under the name of **BOULDER RIDGE SUBDIVISION** by owner or his successors and assigns (herein collectively known as "**BOULDER RIDGE SUBDIVISION**"), situated in the City of Champaign, Champaign County, Illinois.

Owner hereby grants and dedicates perpetually to the City of Champaign, for public use, with the right to use as right-of-ways for transportation, utility, or any other use the City of Champaign shall deem to be necessary or useful to the public, the tracts shown on the plat as streets, driveways, sidewalks within the public right of way, and courts, and each of said streets, driveways, and courts shall be hereafter known by the respective names designated thereon. No person shall obstruct the right-of-way unless the City of Champaign authorizes the obstruction in writing.

Owner hereby grants an easement to the City of Champaign and the public for the use of all sidewalks located within a common area as defined herein. All such sidewalks located within a common area as designated on the Plat, shall be conveyed to, owned by, and maintained by the Boulder Ridge Homeowner's Association as set forth hereafter. Said Homeowner's Association shall also grant an easement to the public for use of same sidewalks.

Owner hereby dedicates perpetually the tracts shown on the Plat as "easements," "public utility easements" and "drainage easements" or any other general easement however designated to the City of Champaign for use by utilities for utility purposes, including but not limited to water, sanitary sewer, storm water management and drainage, gas, telephone, electricity, cable television, or any other similar use that the City of Champaign deems a utility or deems necessary and useful to the public. All such utility improvements shall be located underground.

The City of Champaign shall have the exclusive right to authorize persons to use the easement and to maintain or authorize a utility to use or maintain the easement. The easement shall be free from buildings, fences, structures, and obstructions of any kind whatsoever, and no person shall obstruct the easement unless the City of Champaign authorizes the obstruction in writing. Vegetation, unless otherwise prohibited by law, and post office boxes, shall not be considered an obstruction of the easement; however, only grass may be maintained in that portion of any drainage tract located in a floodway or floodplain. Repair or replacement of vegetation or permitted structures damaged or destroyed as the result of authorized use of the easement shall be at the expense of the Owner. Berms 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 shall be borne by the Owner of the property on which the obstruction is located.

It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described on the aforesaid Surveyor's Certificate shall, by adopting the above description of said platted lands, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable. Notwithstanding the foregoing, all lot owners must recognize that the following restrictions are in addition to all applicable laws and ordinances which affect the subject real estate, including the ordinances of the City of Champaign, and all lot owners are required to comply with such laws and ordinances, which may impose more restrictive requirements than provided herein.

DEFINITIONS

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

Structure: Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).

Developer: The developer is GAM PROPERTIES, LLC, an Illinois limited liability company its successors or assigns, having its principal office at 404 S. Staley Rd., Champaign, Illinois.

Single Family Unit: A separate dwelling unit designed and constructed for the residential use of one and only one household.

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

Dwelling Unit: A structure or portion thereof designed and constructed for the residential use of one household.

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

Building Site: A portion of the Subdivision consisting of at least one entire lot as platted.

Dwelling: The main building or buildings on any building site in Lots 301A through 335B inclusive. The dwelling is to be designed for and is to be used exclusively for a residence.

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

Common Areas: The areas to be conveyed to and owned by the Boulder Ridge Homeowners' Association as defined by the Plat which include, without limitation, storm water detention basins, sidewalks located outside of the public right of way as designated on the Plat, areas designated as commons on the Plat, upon the sale of two-thirds of the lots in Boulder Ridge Subdivision by the Owner, its successors and assigns.

Lake Common Areas: The lake areas to be conveyed to and owned by the Boulder Ridge Lake Association as defined by a Plat for any Boulder Ridge Subdivision which include an existing lake and/or a proposed lake upon the sale of two-thirds of the lots in an Boulder Ridge Subdivision by the owner, its successors and assigns.

Subdivision: Boulder Ridge Third Subdivision, City of Champaign, Champaign County, Illinois.

Boulder Ridge Subdivision: Any and all subdivisions which belong to and are governed by the Boulder Ridge Homeowners' Association and/or the Boulder Ridge Lake Association.

Architectural Control Committee: A designated body with the authority to approve or disallow the placement of any structure on a building site.

AREA OF APPLICATION

The covenants, in their entirety, shall apply to Lots 301A through 335B inclusive of **BOULDER RIDGE THIRD SUBDIVISION**, City of Champaign, Champaign County, Illinois.

SCHOOL DISTRICT STATEMENT

The tract hereby subdivided is, to the best of Owner's knowledge, within the boundaries of Champaign Unit 4 School District.

COVENANTS

1. **Allowable Structures:** No structure shall be erected, altered, placed or permitted to remain on any building site other than one single family unit on Lots 301A through 335B inclusive, a private garage for not more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.

2. **Architectural Control:**

a. **Committee Membership** - The Architectural Control Committee shall initially be composed of the following:

GAM PROPERTIES, LLC
404 South Staley Road
Champaign, IL 61822-3579

A two-thirds majority shall be required for committee action. In the event of the 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 owner of 75% of the lots in Boulder Ridge Subdivision shall have the power by a duly recorded instrument to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

b. **Powers:** It is the purpose of Architectural Control to promote the residential development of Boulder Ridge Third Subdivision, as platted, and Boulder Ridge Subdivisions previously platted or to be platted in the future 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 benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

The Architectural Control Committee shall have the power to increase or reduce side, front, and rear yard requirements, for purposes of these covenants, in the same percentages as variances are allowable by the Zoning Ordinance of the City of Champaign, as amended from time to time. Notwithstanding the foregoing, any required variance under the City of Champaign Zoning Ordinance shall still be required.

The members of the Architectural Control Committee shall not be held personally liable for any judgment made by such committee.

c. Procedures:

(i) Building Plans, etc.: No building, planting, dwelling, fence or other structure (including, but not limited to, antenna systems) or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said Subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings, and the grading plan of the building site shall have been submitted in triplicate to and approved by the Architectural Control Committee, and until a copy of such plans and specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Architectural Control Committee.

(ii) Approval by Architectural Control Committee: The Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the committee fails to approve or reject any plan or matter requiring approval within fifteen (15) 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.

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

(iv) Waiver of Liability: (a) The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or any 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.

(b) 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 any 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.

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

3. Minimum Dwelling - Quality and Size: No dwelling unit shall be permitted on Lots 301A through 335B unless it includes a two car garage. No one-story dwelling shall occupy a total floor area of less than 1,100 square

feet, and no dwelling having more than one story shall occupy a total floor area of less than 1,400 square feet. In computing the floor areas of a dwelling for the purpose of applying this restriction, attached enclosed garages shall not be considered to be a part of a one-story dwelling.

4. Building Location: No building shall be located on any lot except within the building lines as shown upon the recorded Plat; and in accordance with the Zoning Ordinance of the City of Champaign, unless said building is constructed on two or more lots, in compliance with the City of Champaign Zoning Ordinance and/or other applicable ordinances.

5. Easements: Easements for the installation and maintenance of utilities and drainage facilities whether above or below ground are reserved as noted on the recorded Plat. No structure shall be erected, placed or allowed to remain over areas reserved for easements which would damage or interfere with the construction or maintenance of said utilities or interfere with drainage or drainage easements. All connections to utility services shall be made underground. Any required above ground appurtenances to the underground utility system shall be located within six feet of said lot lines.

For Lots 301A to 332B and 334A to 335B, per UCSD requirements, a 10 foot permanent easement for sanitary service sewers is reserved from each dwelling unit of a building structure located upon said premises to the appropriate lot line, said easement located 5 feet on either side of the center line of the actual construction of said lines.

6. Percentage of Lot Coverage: All buildings on Lots 301A through 335B, including accessory buildings, shall not cover more than the maximum lot coverage allowed by local zoning laws.

7. Permissible Building - Order of Construction: All buildings erected on Lots 301A through 335B shall be constructed of material of quality suitably adapted for use in the construction of residences, and no building or buildings shall be moved to and placed upon said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection of construction of the dwelling. 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.

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 shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

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

10. Satellite Dishes: No Satellite dish with a diameter exceeding twenty inches (20") shall be permitted upon any part of the Subdivision.

11. Above Ground Swimming Pools: No above ground swimming pools shall be erected, constructed or maintained upon any part of the Subdivision.

12. Yard Lights: The front yard shall contain a pole yard light. All outdoor lighting shall be shielded to prevent an inordinate amount of light from shining upward.

13. Sod Requirement: The front yard shall be sodded. Seed is allowed in the side and back yards.

14. Address: Street number must be placed on both the mailbox and the house.

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

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

17. 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 three common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

18. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property. In the event any lot owner fails to comply with the provisions of this paragraph 17, the Boulder Ridge Homeowners' Association (the "Homeowners' Association") may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within 15 days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said refuse and charge the lot owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.

19. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected. In the event the lot owner fails to comply with the provisions of this paragraph 18, the Homeowners' Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within fifteen (15) days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said materials and charge the lot owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charge as well as administrative and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.

20. 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 connecting a point thirty (30) feet on the street property line outward from the edge of the driveway and a point on the edge of the driveway ten (10) feet from the street property line.

21. Sewerage System / Water System: No individual on-site sewerage disposal system or water supply well shall be installed or maintained on any lot.

22. Off-Street Parking: All property owners shall provide and use at all times off-street parking for the number of automobiles in use by the owner or resident on the property. At least two (2) off-street parking spaces shall be provided for each dwelling unit. All property owners or residents in Boulder Ridge Third Subdivision owning or possessing trucks, boats, or recreational vehicles which they desire to park in the Subdivision shall provide and use an enclosed garage for the storage of such trucks, boats, or vehicles when not in use.

23. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been

accepted by public authorities. Until such acceptance by public authorities, any defective sidewalk which requires repair or replacement shall be repaired or replaced in accordance with the construction plans prepared by Bryan Bradshaw for Boulder Ridge Subdivision. The bike path referenced in the Annexation Agreement between the Developer and the City of Champaign shall be maintained at the expense of the Boulder Ridge Homeowners' Association and said Homeowners' Association shall perform such repairs and maintenance as is necessary to facilitate bicycle traffic. In the event the Homeowners' Association shall fail to perform such repairs and maintenance, the City of Champaign may require the performance of such maintenance by and at the expense of the respective Homeowners' Association. Driveways to the street shall be constructed of concrete, asphalt, or brick materials unless otherwise approved by the Architectural Control Committee, and shall comply with the requirements of the City of Champaign.

24. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; weeds on vacant lots shall be cut at minimum between May 1 and May 15, June 15 and June 30, and again between September 1 and September 15 in each year. If the lot owner fails to do so, the Architectural Control Committee may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed the actual cost of completion plus 20% of the cost for handling charges.

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

26. Term: Unless amended as provided in Paragraph 27, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

27. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or person(s) violating or attempting to violate any covenant, either to restrain or to recover damages. Each lot owner of Boulder Ridge Subdivision, the Owner, and the Homeowners' Association as to Lots 301A through 335B shall have standing to enforce these restrictive covenants. In addition, the City of Champaign shall have standing to enforce any provision herein regarding drainage easements or drainage swales. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

28. Authority to Amend or Release Covenants: The owners of legal title to record of seventy-five percent (75%) of the building sites in Boulder Ridge Subdivision shall have the authority at any time to release or amend all or any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area, and such release or amendment shall become effective upon receipt of approval by the Plan Commission and City Council of the City of Champaign (as required pursuant to the City of Champaign Subdivision Ordinance, as amended from time to time) and the recording of such amendment or release in the Recorder's Office of Champaign County, Illinois.

Notwithstanding the foregoing, in the event a Section of the City of Champaign Subdivision Ordinance is amended or repealed after the date of recording of this Owner's Certificate and Restrictive Covenants, the foregoing requirement to obtain the consent of the Plan Commission and City Council of the City of Champaign to amend or release these covenants shall be amended or repealed accordingly.

29. Homeowners' Association:

(a) Formation and Membership. It is understood that the Boulder Ridge Homeowners' Association (the "Homeowners' Association") has been incorporated. The owners of lots 301A through 335B in the Boulder Ridge Third Subdivision agree to accept membership in said Association and to be bound by the rules and

regulations of said Association and to maintain membership therein so long as such ownership is retained. Lot owners shall be entitled to one vote per lot, and membership shall be transferred upon the transfer of each lot.

(b) Purpose. A primary purpose of said Association will be to provide for the ownership, development, maintenance, upkeep, operation and management of the common areas in Boulder Ridge Subdivision, as well as any under drains and appurtenances constructed within Boulder Ridge Subdivision, as shown in the plans and specifications prepared by Bryan Bradshaw, the Owner's engineer, which plans have been approved by the City of Champaign.

(c) Assessments. No assessments shall be due or owing on any Lot held by Developer until such Lot has been sold by the Developer. All assessments will be made by the subsequent lot owner. Each lot owner in Boulder Ridge Subdivision shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

The Homeowners' Association shall submit to the lot owner an invoice indicating the total cost of such assessment item and the lot owner's pro rata share. The lot owner shall pay such assessment to the Homeowners' Association within thirty (30) days of receipt of such invoice. Failure to timely pay the assessment shall entitle the Homeowners' Association to place assessment liens against any lot for any unpaid assessments; moreover, said Homeowners' Association shall be entitled to recover reasonable attorney fees incurred in the filing and enforcement of such lien.

(d) Duties. The Homeowners' Association shall have the responsibility for maintaining the common areas including but not limited to the following duties:

- (i) Remedying any contamination to the common areas;
- (ii) Contracting for all work directly or indirectly related to the above responsibilities including but not limited to construction, dredging, insurance, legal, accounting, engineering, or other consulting services.

(e) Powers. The Homeowners' Association shall have the following authority and powers:

- (i) Authority to place assessment liens against any lot for any unpaid assessments
- (ii) Power and authority to enforce any and all covenants, restrictions, and agreements applicable to lots within Boulder Ridge Subdivision as well as power to recover reasonable attorney fees in the enforcement of these covenants together with interest at a rate to be provided in the Homeowners' Association's Bylaws as may be in effect from time to time;
- (iii) Power to make reasonable rules and regulations and enforce same;
- (iv) Power to levy dues assessments for maintaining the common areas;
- (v) Power to incur and pay all incidental costs such as insurance, legal, accounting, engineering, or other consulting services;
- (vi) Power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and shall have the power to convey any said common areas to said municipal government or park district subject to a vote of the majority of the Homeowners' Association, provided said property is within the jurisdictional boundaries of such municipal government or park district.

The common areas developed in the Boulder Ridge Third Subdivision residential section shall be subject to the rules and regulations established by the Boulder Ridge Homeowners' Association and the use of common areas and common facilities which may be provided by the Developer from time to time shall be subject to the rules and regulations established by said Homeowners' Association. The common areas shall be conveyed to the

Homeowners' Association upon the sale of two-thirds of the lots in Boulder Ridge Third Subdivision by the Owner, its successors and assigns.

Each lot owner shall have a right and easement of enjoyment in the common areas of Boulder Ridge Third Subdivision, as well as a right and easement of enjoyment in the common areas in additional phases Boulder Ridge Subdivision platted prior to or after the date of this Plat of Subdivision.

The Homeowners' Association shall establish a publicly listed telephone number and post office box in the municipality to which the Boulder Ridge Subdivision are annexed, both to be maintained and monitored by the President of the Homeowners' Association at the Homeowners' Association's expense, until such time as the purpose of the Homeowners' Association shall no longer exist.

30. Separability: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or charges herein provided, or any part thereof, are invalid or for any reason become unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired.

31. Construction: During any period of construction or repair the lot owner responsible for such construction and repair shall maintain proper safety procedures, including appropriate construction barriers. Any construction use of easement areas for ingress and egress shall be minimized so as to not interfere with traffic and so as not to create offensive dust, debris, noise or fumes. Any damage to common areas or private lots, wherever located, caused by construction traffic shall be promptly repaired by the lot owner so as to place such damaged area in the condition which existed immediately prior to the construction period. If, during any phase of construction activities, disruptions occur which obstruct or otherwise negatively affect the traffic flow or activities of the other lot owners, the Architectural Control Committee may direct the lot owner to immediately cease and desist using the contractors or subcontractors causing said disruption and the lot owners shall promptly comply with such direction. Failure by such lot owner to comply shall entitle the Architectural Committee to a preliminary restraining order and an injunction restraining the lot owner from continuing construction until the disruptions are remedied by the lot owner and such contractors and subcontractors.

32. Hazardous Waste: No lot owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective lot. Lot owners shall not do, nor allow anyone else to do, anything affecting their lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

Lot owners shall promptly give the Homeowners' Association written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving their lot and any Hazardous Substance or Environmental Law of which lot owners have actual knowledge. If the lot owners learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting their lot is necessary, the lot owners shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 32, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 32, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

33. Drainage Swales. No lot owner shall fill, grade, or obstruct drainage swales so as to negatively impact drainage flow in the Subdivision. Breach of this covenant shall entitle the Boulder Ridge Homeowners' Association or the City of Champaign to cause such affected area to be regraded and charge said lot owner for the costs thereof. Boulder Ridge Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative fees and reasonable attorney fees incurred by the Boulder Ridge Homeowners' Association pursuant thereto.

IN WITNESS WHEREOF, this instrument including the Owner's Certificate and Dedication has been duly executed on this 26 day of August, 2005.

OWNER:

GAM PROPERTIES, LLC
an Illinois limited liability company

By: *Greg Millage*
Its: Member

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, April D. Bailey, a Notary Public in and for said County and State, certify that Greg Millage, personally known to me to be a member of GAM Properties, LLC, as above described, and personally known to me to be the same person who executed the foregoing instrument as such authorized member of said limited liability company, appeared before me this day in person and acknowledged that he signed, and delivered this instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 26 day of August, 2005.

April D. Bailey
Notary Public



Prepared by and return to:
McDonald & Heinrich Law Office LLC
3121 Village Office Place
Champaign, IL 61822

Exhibit "A"

A PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN CHAMPAIGN COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SECTION 4, SAID POINT BEING A BRASS MONUMENT FOUND PER A MONUMENT RECORD RECORDED IN BOOK 1307-PAGE 539 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 15 MINUTES 24 SECONDS EAST- 2660.52 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE NORTH 0 DEGREES 52 MINUTES 10 SECONDS WEST- 1462.03 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 4 TO A POINT ON THE NORTH PROPERTY LINE OF BOULDER RIDGE SECOND SUBDIVISION AS RECORDED AS DOCUMENT NUMBER 2004R33473 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 15 MINUTES 24 SECONDS EAST 306.01 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST - 25.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE 138.25 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS 160.00 FEET WITH A CHORD DISTANCE OF 133.99 FEET, BEARING NORTH 65 DEGREES 59 MINUTES 22 SECONDS EAST AND A CENTRAL ANGLE OF 49 DEGREES 30 MINUTES 29 SECONDS TO A POINT OF TANGENCY SAID POINT BEING AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 41 DEGREES 14 MINUTES 08 SECONDS EAST - 101.71 FEET TO AN IRON PIN WITH CAP NUMBER 3367, BEING THE NORTHERLY CORNER OF LOT 222B OF SAID BOULDER RIDGE SECOND SUBDIVISION, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 14 MINUTES 08 SECONDS EAST - 22.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 48 DEGREES 45 MINUTES 52 SECONDS WEST - 204.54 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 33 DEGREES 28 MINUTES 49 SECONDS WEST - 84.36 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 2 DEGREES 54 MINUTES 41 SECONDS WEST - 84.36 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 27 DEGREES 39 MINUTES 26 SECONDS EAST - 84.36 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 58 DEGREES 13 MINUTES 33 SECONDS EAST - 84.36 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 76 DEGREES 44 MINUTES 42 SECONDS EAST - 91.60 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 5 DEGREES 43 MINUTES 33

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SCHOOL DISTRICT STATEMENT

Pursuant to Public Act Number 286, 765 ILCS 205/1.005, GAM Properties, LLC, owners of the following described tract of land:

**BOULDER RIDGE THIRD SUBDIVISION
AN ADDITION TO THE CITY OF CHAMPAIGN
CHAMPAIGN, ILLINOIS**

more particularly described on the attached Exhibit A,

do hereby state that to the best of our knowledge the aforesaid subdivision lies in the Champaign School District.

IN WITNESS WHEREOF, the undersigned have executed this School District Statement this 26 day of August, 2005.

GAM Properties, LLC

By: Guy Millage

STATE OF ILLINOIS)
) SS
COUNTY OF Champaign)

I, the undersigned, a Notary Public for said County and said State aforesaid, do hereby certify that Greg Millage, personally known to me to be a Member of GAM Properties, LLC and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Member of said limited liability company, he signed and delivered the instrument pursuant to authority, given by the Members of said limited liability company as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26 day of August, 2005.

April D. Bailey
Notary Public



Prepared by and return to:
McDonald & Heinrich Law Office LLC
3121 Village Office Place
Champaign, IL 61822
(217) 398-2242

Exhibit "A"

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COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, THE UNDERSIGNED, County Clerk in and for the County of Champaign and the State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the following described tract of land, as appears from the records in my office, to wit:

**BOULDER RIDGE THIRD SUBDIVISION
AN ADDITION TO THE CITY OF CHAMPAIGN
CHAMPAIGN COUNTY, ILLINOIS**

See Attached Exhibit "A"

PIN: 03-20-04-400-003 for RY 2001 - RY 2003,
41-20-04-400-009 & 41-20-04-400-010 for RY 2004

Given under my hand and seal this 26th day of August, 2005.



County Clerk of Champaign County

(SEAL)

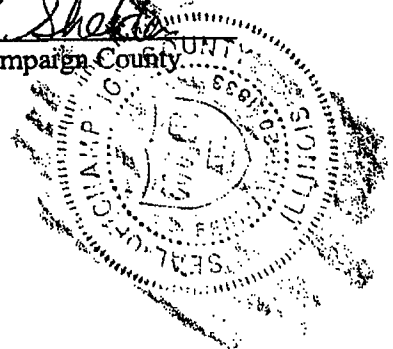


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**OKAW VALLEY
LAND SURVEYING, LLC**

R.R. 3 BOX 358H
SULLIVAN, ILLINOIS 61951

PHONE: (217) 797-5555
FAX: (217) 797-5556

RECORDING AGENT DESIGNATION

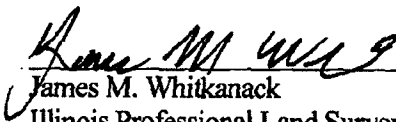
State of Illinois)
) S.S.
County of Champaign)

I, James M. Whitkanack, Illinois Professional Land Surveyor number 3367, in accordance with PAB7-0705 (The Plat Act) do hereby designate:

Chicago Title Insurance Company
201 North Neil Street
Champaign, IL 61820

As the recording agent for the Final Plat of Subdivision for "Boulder Ridge Third Subdivision". A true copy of said plat has been retained by me to assure changes have been made to said plat.

Dated this 21st day of August, 2005


James M. Whitkanack
Illinois Professional Land Surveyor
No. 3367

