

**Owner's Certificate and  
Covenants and Restrictions**  
for Brickhouses Road Subdivision including the  
Replat of Lots 12, 7 & 6

But first, a few words.

Brickhouses Road Subdivision is a different kind of subdivision than is typical for this area. It is zoned AG2 RRO, contains only 12 lots, and has no community property. Though it is not located within the city limits of Urbana, approval of the plat was required by both Urbana and Champaign County, because it lies within the ETJ (for future development) of Urbana. So, these Covenants and Restrictions contain a lot of paragraphs devoted to formation of an HOA and potential future sewer development that is not applicable to the subdivision today, as it is still located in the unincorporated area of Champaign County and not yet within the city limits of Urbana. Given that the area surrounding Brickhouses Road has a very low potential for development due to the neighboring U of I Brownfield Woods research area, the historical Clements Cemetery which is the final resting place of soldiers from the Civil War and some veterans of the war of 1812, and a large area of floodplain of the Saline Ditch, as well as numerous homes on individual, rural, small acreage properties, along with the very slow growth pattern of Urbana generally, it is reasonable to assume these passages will not be in force in this century.

Originally developed to encourage the construction of all brick homes, the most pertinent part of the Recorded Covenants and Restrictions are now found on the last 2 pages of the document; the amendments section added in 2016. Now the Brickhouses Road will owe its name to the first two houses built there, as the requirement for all brick exteriors for future homes has been removed.

2008R 22959

8-28-08

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OWNER'S CERTIFICATE

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF CHAMPAIGN )

The undersigned, being the sole owners of the following described real estate:

Beginning at a point on the South line of Section 35, Township 20 North, Range 9 East of the Third Principal Meridian, and 349.8 feet East of the Southwest corner of said Section 35 for a place of beginning thence North parallel to the West line of said Section 35, 1070 feet, thence East 976.4 feet to an iron pipe, thence south 1070 feet to the South line of said Section 35, thence West on said South Section line 974.55 feet to the place of beginning.

have caused the same to be surveyed by Rex A. Bradfield, Registered Illinois Land Surveyor No. 2537 and have subdivided said real estate into lots, streets and utility easements as indicated on the annexed plat. Said subdivision is to be known as **Brickhouses Road Subdivision**. The undersigned do hereby convey, dedicate and relinquish to the public, for public use forever, the streets as shown on said plat.

The lots in said subdivision are subject to permanent easements, identified on said plat as "Drainage and Utility Easements" for the installation and maintenance of telephone and power lines, drainage facilities, sewers, gas, water and any other utilities that may be needed for the benefit of the lots in said subdivision. Outlot 13 in said subdivision shall also be subject to an access easement provided in the Brickhouses Road Stormwater Detention Basin Easement and Operation-Maintenance Agreement for perpetual maintenance and repair of the stormwater basin.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of Lots 1 - 11, by adopting the description of said platted lands as **Brickhouses Road Subdivision**, shall be taken and understood as if incorporating in all such conveyances, without repeating the same, the restrictions hereinafter set forth. Notwithstanding anything to the contrary, the present and future owners of Lot 12 and Lot 13 shall be subject only to the provisions specified in Paragraphs 15, 18, 19, 20 and 21.

1. Residential Use. No lot shall be used except for residential purposes. No building intended for human habitation shall be inhabited, erected, altered, placed or permitted to remain on any lot on this subdivision other than one residential building.

2. Nuisances. No noxious or offensive activity shall be carried on or about any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any other residents or lot owners.

3. Drainage and Lot Contour. The lots shall substantially retain their original contours and no excavation or filling shall be undertaken on any of the lots in the subdivision which substantially varies the contour of the lots as originally platted, except with written permission of the Homeowners Association. During construction, all dirt from excavation shall be confined to the lot on which the excavation is made. Nothing (except permitted fences and buildings) shall be

placed upon any lot in such a way that it will interfere with the natural surface drainage of the subdivision. In the event of a violation, the Homeowners Association may give notice to the lot owner, builder or contractor, who shall correct the same within a period of seven (7) days from the receipt of such notice. Otherwise, the Association may take such corrective measures as they deem appropriate and the cost of such work, and any legal proceeding instituted to enforce this covenant shall be paid by the lot owners who are found to have failed to comply with this restriction.

4. Business Use. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation or carrying on of any trade, business or manufacturing. This clause shall not restrict the property owner from carrying on a professional practice such as doctor, attorney, architect, professional engineering consultant, etc., from the property owner's home in a study, office or studio, but such practice shall not employ anyone except the resident on the lot.

5. Construction.

(a) No structures of a temporary character, such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior, nor shall any building materials, paint containers or building equipment be exposed to public view after occupancy of a dwelling.

(b) **THE EXTERIOR WALLS OF THE DWELLING AND ALL ACCESSORY BUILDINGS SHALL BE OF BRICK OR STONE, HAND LAID IN MORTAR. ACCESSORY BUILDINGS SHALL MATCH THE DESIGN AND MATERIALS OF THE MAIN DWELLING. TRADITIONAL DESIGN, UNOBTRUSIVE GARAGES, PASSIVE SOLAR ORIENTATION, AND ENERGY EFFICIENT CONSTRUCTION ARE TO BE CHARACTERISTICS OF THE BUILDINGS IN THE NEIGHBORHOOD.** Accessory buildings may not be constructed before the main dwelling. Driveways must be paved (asphalt or concrete) to the street.

(c) All construction must be diligently pursued to completion within a reasonable time. 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.

6. Architectural Committee.

(a) The building plans for the construction of any structure shall be submitted to the Architectural Committee for approval as to design and building materials. Approval by the Architectural Committee shall not be required for any subsequent alterations or additions, but such alterations or additions shall comply with the subdivision covenants and restrictions. The Architectural Committee shall not unreasonably withhold approval of such plans provided they comply with the subdivision covenants and restrictions. The submission of the plans to the Architectural Committee shall be notice of intention to build, and the Architectural Committee shall notify the owner of approval or disapproval of the plans within thirty (30) days after delivery of said plans to the Architectural Committee, or the mailing thereof, by United States mail, postage prepaid. If the Architectural Committee shall fail to act on the request for

approval within said thirty (30) day period, the plans shall be presumed conclusively to have been approved and an Affidavit by the owner setting forth the statement of facts relating thereto shall be sufficient proof of compliance with these stipulations. Any such plans must also comply with the building regulations of any applicable governmental entity.

(b) The initial Architectural Committee shall be composed of Deborah J. Insana and Michael F. Insana, or either of them. When Lots 1 - 11 in Brickhouses Road Subdivision have been sold, or if both Deborah J. Insana and Michael F. Insana are unable or unwilling to act, whichever occurs first, the Homeowners Association shall appoint the Architectural Committee.

7. Signs. No advertising or signs of any kind shall be placed or remain upon any of said lots except one professional sign or not more than one (1) square foot and one (1) sign of not more than five (5) square feet to advertise the property for sale or for rent.

8. Parking. All vehicles owned or used by the property owners or residences must be parked in garages or on driveways or parking areas to the rear of the front building line (front wall, not the front set-back line). Large recreational vehicles and boats may be kept on the property in an enclosed garage. Small trailers and recreational vehicles may be kept in the rear yard as long as they are screened from view by mature shrubbery.

9. Lot Maintenance. Each lot owner shall keep weeds cut after erection of a dwelling and shall establish and maintain reasonable landscaping. No lot shall be used or maintained as a dumping ground for rubbish and trash. Trash, garbage or other waste shall not be kept, except in sanitary containers in the rear of the lot and out of sight from the street.

10. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two (2) dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. Set-back Lines. No main wall of any dwelling, garage or outbuilding shall be erected or maintained on any lot within the set-back lines shown on the recorded plat. All setbacks shall comply with the rules and regulations of any governmental body having jurisdiction thereof.

12. Easements. Easements for installation, overhang and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No structures or landscaping shall be erected over areas reserved for easements which would interfere with the construction, maintenance or use of utilities and drainage facilities.

13. Exterior Lighting. Exterior light must be confined to the individual lot and not disturb a neighbor's ability to enjoy a dark night.

14. Basketball Goals. Any basketball goals in the front yards shall be placed to the rear of the front setback line and shall be permanently installed and kept in good order.

15. Sidewalks. In the event that at a later date any governmental entity having

jurisdiction requires that sidewalks be constructed within the right of way of the street within or adjacent to the subdivision, then the owner of the lots within the subdivision shall proceed to construct those sidewalks. The construction of sidewalks shall be in accordance with the requirements of such governmental entity and shall be completed within one year from the date of receipt of such a request.

The construction of these sidewalks shall be at the sole expense of the owners of the lots adjacent to where the sidewalk is constructed.

16. Fences. No chain link fence is permitted and no fence of any other type, except small sections of decorative fencing, shall be permitted in front of the front building line.

17. Maintenance of Unimproved Lots.

(a) The maintenance of any lot upon which no structure has been erected is the responsibility of the owner of that lot. Costs of such maintenance shall be borne by the owner of such lot.

(b) If the owner of any unimproved lot fails to maintain the lot in an aesthetically pleasing manner, and particularly by not mowing the lot at frequent intervals; then the Homeowners Association may maintain the lot and the cost of such maintenance shall become a personal obligation of the owner and a lien upon the property.

(c) If the owner of any unimproved lot fails to develop his or her tract within one year after its purchase from the developer, the owner must seed or sod the lot.

18. Homeowners Association.

(a) Within three (3) years of the recordation of the subject plat, or when 80% of the deeds for Lots 1-11 transferred from the OWNER, whichever occurs first, the undersigned shall organize a not-for-profit corporation to be known as the Brickhouses Road Homeowners Association under the laws of the State of Illinois, said Association formed for the purpose of carrying out the provisions of this Owners' Certificate, including the provisions of the Storm Water Detention Easement and Operating-Maintenance Agreement with the City of Urbana for Lot 13, and for the maintenance of stormwater drainage, including any underground piping.

(b) Every person or entity who is a record owner of a fee or undivided fee in any lot which is subject to these covenants of record shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member.

(c) Members shall be entitled to one vote for each lot. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

(d) Because Lot 13 is being developed as a nature habitat, members shall not have a right and easement over Lot 13 except as may be required to carry out the responsibilities of the agreement with the City of Urbana. While said agreement requires Association to carry out the responsibilities for Lot 13, the Owner of Lot 13 shall develop the plantings and landscaping at Owner's expense provided, if Owner fails to complete such development, then Association shall assume that responsibility at its expense.

(e) The undersigned, and its successors and assigns, may retain the legal title to Lot 13, but shall have the right to convey Lot 13 provided such conveyance shall be to the Association or to another lot owner in the subdivision.

(f) The undersigned, for each lot owned by it, except Lot 13, hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges;
2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

Such assessments shall become due and payable in a manner as determined by the Association from time to time and upon non-payment may be collected in such manner as the Association shall determine. The annual and special assessments, together with such interest thereon as determined by the Association and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon as determined by the Association and cost of collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

(g) The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties and in particular for the improvements and maintenance of the storm water drainage system, and any acquisitions, maintenance and improvements of additional real estate and facilities as is deemed desirable. Expenditures of the Association may include, but are not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

(h) Architectural Committee. The Association shall, in accordance with the provisions of Paragraph 17, appoint the members of the Architectural Committee under such terms and provisions as the Association shall determine.

**(i) Notice should be taken of the requirements and obligations regarding creation of a Special Service Area to finance Special Services within the public utility easements shown on the plat of Brickhouses Road Subdivision.**

1. A Brickhouses Road Subdivision Special Service Area (SSA) shall be established (as permitted under the Illinois "Special Service Area Tax Law" (Article 27, 35 ILCS 200/27 et seq.) at such time as Special Services are deemed to be necessary by any of the following governing authorities (i.e. Illinois Environmental Protection Agency (IEPA), Urbana-Champaign Sanitary District (UCSD), City of Urbana, or Champaign County) or at such time as a public sanitary sewer is located within 350 feet of the boundary of any portion of the Brickhouses Road Subdivision. For the purposes of this covenant Special Services shall be defined as: the planning, design, easement or right-of-way acquisition, IEPA permit fees, other applicable City and UCSD fees, and

construction of sanitary sewer mains within the public utility easements shown on the plat of Brickhouses Road Subdivision.

2. The Owners/Developers, with the clear intent of such being binding upon all successors and assigns of each and every lot, parcel and tract of Brickhouses Road Subdivision, do hereby promise and covenant not to file any objection or protest to the creation of a Special Service Area as contemplated herein or file any protest petition or exercise any right or privilege granted under the Special Service Area Act to block, delay, deter, or defeat the creation of a Special Service Area as contemplated herein, nor shall Owners/Developers, or its successors or assigns, file any petition to disconnect from any Special Service Area created for the purposes as contemplated herein. Furthermore, the Owners/Developers, again with the clear intent to have such bind with its successors and assigns, each and every lot, parcel, and tract, of the Brickhouses Road Subdivision do hereby irrevocably grant power of attorney, and/or proxy, and/or consent to permit the applicable governing authority (i.e. UCSD, City of Urbana, or Champaign County) to act on the behalf of Owners/Developers, their successors and assigns for the purpose of establishing a Special Service Area to pay for Special Services within Brickhouses Road Subdivision.
3. The power of attorney, and/or proxy, and/or consent irrevocably granted to the applicable governing authority (i.e. UCSD, City of Urbana, or Champaign County) to act on the behalf of Owners/Developers, their successors and assigns is limited to actions necessary to the establishment and administration of the Special Service Area for the purpose of providing Special Services within Brickhouses Road Subdivision without further consultation with said Owners/Developers, their successors and assigns.
4. The required standard of materials and construction for sanitary sewers in the Brickhouses Road Subdivision shall be those standards stated in City of Urbana Subdivision and Land Development Ordinance at the time of installation.
5. This special covenant regarding creation of a Special Service Area to finance Special Services within Brickhouses Road Subdivision shall be a covenant running with the land, and notwithstanding contrary statements in any section of these covenants may not be altered or amended in any manner without the written consent of the Urbana City Council.

19. Covenant and Restriction for Lot 12 and Outlot 13.

To perpetuate forest restoration, no structure shall be built on the south four (4) acres of Lot 12 being to wit: that area south of a line lying 547.28 feet northerly of and parallel with the south line of Lot 12. Further, in order to protect the habitat pond and prairie grass restoration, development of Outlot 13 shall be limited to the detention basin and related storm water infrastructure. The City of Urbana, Illinois (the "city") and/or Champaign County (the "County") shall have the right to enforce the above restrictions. The City and/or County shall have the right to enter upon Lot 12 and Outlot 13 at reasonable times in order to monitor compliance with and enforce the terms of this Section 19; provided that, except in cases where the City or County determines that immediate



19, such entry shall be upon prior reasonable notice to owners of said lots and the City or County shall not in any case unreasonably interfere with the owners' use and quiet enjoyment of said lots. This covenant and restriction may only be amended or removed with written consent of the Urbana City Council.

20. Amendment. These restrictive covenants may be amended or waived, in whole or in part, as to any one or more lots by an instrument signed, acknowledged and recorded by the owners of not less than two-thirds (2/3) of Lots 1-13, unless Lot 13 is owned by the Association, or if Lot 12 should be further subdivided, then not less than two-thirds (2/3) of the lots following such additional subdivision, provided that any changes to the Special Service Area requirements of Section 18(i) of this Owners Certificate are approved in writing by the Urbana City Engineer.

21. 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 damages.

Each of the foregoing restrictions shall run with the land and shall constitute restrictions of the use of each of the respective lots in said subdivision.

IN WITNESS WHEREOF, the undersigned has executed this Owner's Certificate on this 17<sup>th</sup> of March, 2008.

MICHAEL F. INSANA and DEBORAH J.  
INSANA TRUST DATED FEBRUARY 28, 2005

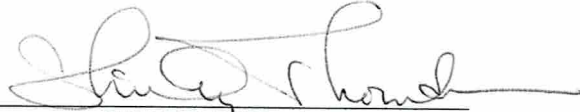
 3/17/08  
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Michael F. Insana, Trustee Date

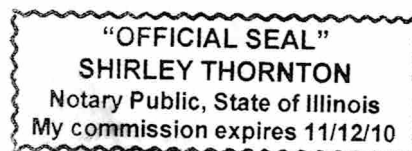
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\_\_\_\_\_  
Deborah J. Insana, Trustee Date

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF CHAMPAIGN )

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that Michael F. Insana and Deborah J. Insana, Trustees of the Michael F. Insana and Deborah J. Insana trust Dated February 28, 2005, personally known to me to be the same persons who signed the foregoing instrument as such trustees, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

March Given under my hand and Notarial Seal this 17 day of \_\_\_\_\_, 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC





NOTARY PUBLIC

Amendments

To Brickhouses Road Subdivision Owner's Certificate,  
Originally recorded  
August 28, 2008 3:55:19 PM Champaign County, Illinois

Associated documents :

2008R22959 PLAT

2008R22960 AGREEMENT

These amendments apply to both the original Brickhouses Road Subdivision and the REPLAT OF LOTS 12, 7 & 6 OF BRICKHOUSES ROAD SUBDIVISION as surveyed by Theodore P Hartke, Illinois Professional Land Surveyor #3594. The Original Brickhouses Road Owner's Certificate applies to this replat

Amendments are as follows:

1. is changed to read:

1. Residential Use

No lot shall be used except for residential purposes. One main dwelling is permitted and additional accessory buildings such as garages, personal workshop, studio, detached office or guest house are permitted. Such accessory buildings must conform to Champaign County ordinances; renting out of such accessory buildings is prohibited.

5b. is changed to read:

5b (i)

Exterior Finish

THE EXTERIOR WALLS OF THE DWELLING AND ALL ACCESSORY BUILDINGS SHALL BE OF SUSTAINABLE MATERIALS. BY WAY OF DESCRIPTION BUT NOT LIMITATION, SUCH MATERIALS SHALL INCLUDE BRICK OR STONE HAND LAID IN MORTAR, CEDAR, LP SMARTSIDE, HARDIEPLANK, ETC. NO VINYL OR ALUMINUM SIDING, OR EIFS STUCCO IS PERMITTED. TRADITIONAL DESIGN, UNOBTRUSIVE GARAGES AND ENERGY EFFICIENT CONSTRUCTION ARE TO BE CHARACTERISTICS OF THE BUILDINGS IN THE NEIGHBORHOOD.

5b(ii)

Foundations

Any exposed foundation walls must be covered by matching exterior finish.

5b(iii)

Accessory buildings

Accessory buildings may not be constructed before the main dwelling. Driveways must be paved (asphalt or concrete) to the street. Garages (attached or detached) must be located even with or behind the front building line of the dwelling. Garages must be side load unless located behind the rear building line of the main dwelling. No

accessory building is permitted in front of the main dwelling. No metal buildings are permitted. Accessory buildings must be built on a concrete foundation (slab with footing, crawl space or basement), and exterior finish is to be the same as the main dwelling.

5b(iv)

Minimum sizes, Maximum lot coverage

Minimum size of the main dwelling is to be 2000 square feet of finished space above grade if there is a basement (no basement square footage is counted as part of the required square footage, even walk-out) or 2400 square feet of finished space if no basement. Minimum 2-car garage required. Maximum lot coverage of buildings and paved areas is not to exceed 30% of the lot area.

5b (v)

Landscaping

Two shade trees must be planted and maintained near the southwest corner of the main dwelling and any accessory buildings.

10a is changed to read:

10a.


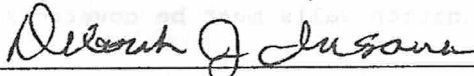
Pets

No animals or livestock of any kind shall be raised, bred or kept on any lot, except that no more than 3 dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Chickens may be kept only in accordance with the restrictions set by the City of Urbana.

Each of the foregoing restrictions shall run with the land and shall constitute restrictions of the use of each of the respective lots in said subdivision.

IN WITNESS WHEREOF, the undersigned has executed this Owner's Certificate on this 15 - Sept, 2016.

MICHAEL F. INSANA and DEBORAH J.  
INSANA TRUST DATED FEBRUARY 28, 2005

	<u>9/15/2016</u>
Michael F. Insana, Trustee	Date
	<u>9/15/2016</u>
Deborah J Insana, Trustee	