

STATE OF ILLINOIS )  
 ) S.S.  
 COUNTY OF CHAMPAIGN )

98R02764

# FINAL PLAT PRAIRIE FIELDS III SUBDIVISION

AN ADDITION TO THE VILLAGE OF SAVOY, ILLINOIS

BEING A PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST  
 OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS

DOC# 98R02764  
 CHAMPAIGN COUNTY, ILL

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**SURVEYOR'S CERTIFICATE**

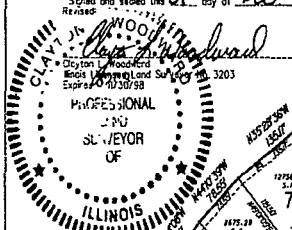
I, Clayton L. Woodward, hereby certify that I am the State Licensed Land Surveyor Number 3203, and that at the request of Randy Peifer and Don Franke, I have caused a Survey to be made and a Plat to be drawn under my direct supervision of the following tract of land:

A tract of land being a part of the East Half of Section 36, Township 19 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

From the Northeast corner of the Southeast Quarter of said Section 36, said point also being the Southeast corner of Lake Park Subdivision, S.00°00'46"W, on the East line of said Southeast Quarter, 20.04 feet to a point also being the Southeast corner of a strip of land, twenty feet of even width along the South and West sides of said Subdivisions described in Document 92000177 recorded in Book 1753 of Page 394 at the office of the Recorder of Champaign County thence N.89°02'41"W, on the South line of said twenty foot strip, 40.01 feet thence S.00°00'45"W, 309.50 feet thence N.89°02'41"W, 168.28 feet to the point of beginning; thence N.20°48'30"W, 60.00 feet thence S.28°43'34"W, 198.00 feet to the beginning of a curve concave to the North, having a radius of 583.00 feet thence Southeastward on said curve, a chord bearing of S.82°12'21"E, a chord distance of 16.83 feet thence S.13°14'00"W, 19.48 feet thence N.65°18'41"W, 37.43 feet thence N.60°43'34"W, 52.92 feet thence N.57°02'42"W, 60.63 feet thence N.50°34'08"W, 78.55 feet thence N.44°19'33"W, 78.55 feet N.35°28'35"W, 135.17 feet thence N.06°14'18"W, 60.00 feet to a point on a curve concave to the North, having a radius of 220.00 feet thence Northward on said curve, a chord bearing of N.72°12'02"E, a chord distance of 85.19 feet to the end of said curve thence N.50°39'04"E, 78.37 feet to a point on a curve concave to the Northeast, having a radius of 517.00 feet thence Southeastward on said curve, a chord bearing of S.27°41'33"E, a chord distance of 30.01 feet thence N.41°17'49"E, 68.64 feet thence N.00°00'33"E, 82.13 feet thence N.89°04'52"W, 343.96 feet thence N.00°59'07"E, 845.00 feet thence S.89°04'52"E, 771.00 feet thence S.37°02'22"E, 33.57 feet thence S.00°00'33"W, 105.52 feet to the point of beginning, containing 23.99 acres, more or less.

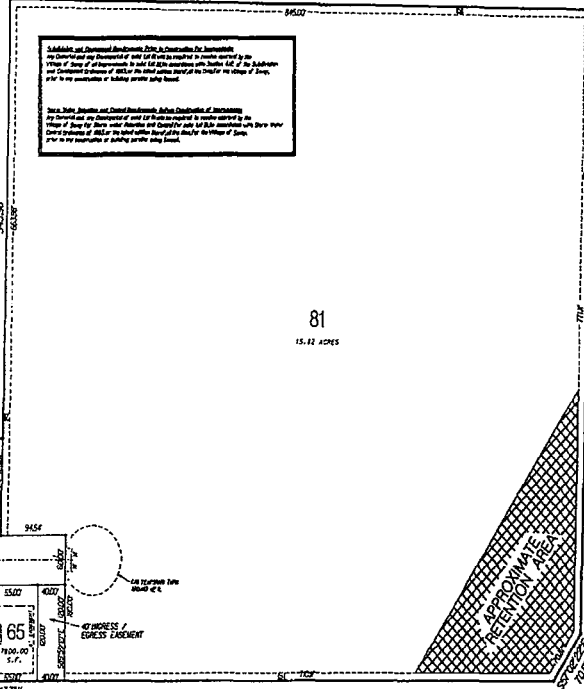
subdividing it into lots, streets and other areas into which said lands have been so subdivided, and have numbered the lots with numbers as shown in larger size on said plat, and have stated the precise dimensions of said lots and that reference has been made upon said Plat to known and permanent monuments from which future surveys may be made and have placed from said monuments at each lot corner and have placed from said monuments set in concrete at all block corners and beginning and end points of all curves, as also shown on the Plat, and that all distances are in feet and hundredths of feet and, that dimensions along curves are chord lengths, and that the easements shown are five feet in width off of each lot line unless otherwise indicated on the Plat, and that the above described tract of land is located in Zone "C" on the Special Flood Hazard Area identified for the County of Champaign, Illinois by the Federal Emergency Management Agency on the Flood Insurance Rate Map, Panel Number 17084-102-B, dated March 1, 1984, and that this subdivision does fit within the Corporate Limits of the Village of Savoy, Illinois; that all existing setback lines shall be in accordance with the applicable zoning ordinances, and that said subdivision is known as Prairie Fields III Subdivision, an addition to the Village of Savoy, Illinois.

Spread and sealed this 31<sup>st</sup> day of DEC, 1997 A.D.  
 Witness:



RECORDED  
 980507E  
 84500'

Barbara C. Braca

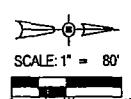


**CURVE DATA FOR CENTERLINE**

CURVE 1	CURVE 2	CURVE 3
CENT. ANGLE = 21°02'10"	CENT. ANGLE = 42°20'21"	CENT. ANGLE = 23°01'56"
CHORD DIR. = N43°45'15"E	CHORD DIR. = N23°10'12"E	CHORD DIR. = S72°12'03"W
RADIUS = 350.00'	RADIUS = 250.00'	RADIUS = 225.00'
ARC LENGTH = 234.35'	ARC LENGTH = 204.19'	ARC LENGTH = 109.90'
CHORD LENGTH = 331.13'	CHORD LENGTH = 190.73'	CHORD LENGTH = 100.21'

**CURVE DATA FOR BOUNDARY**

CURVE 1	CURVE 2	CURVE 3
CENT. ANGLE = 81°41'51"	CENT. ANGLE = 23°01'26"	CENT. ANGLE = 03°19'16"
CHORD DIR. = S62°11'21"E	CHORD DIR. = S77°12'02"E	CHORD DIR. = S27°41'53"E
RADIUS = 523.00'	RADIUS = 200.00'	RADIUS = 510.00'
ARC LENGTH = 18.63'	ARC LENGTH = 88.79'	ARC LENGTH = 35.00'
CHORD LENGTH = 18.63'	CHORD LENGTH = 88.19'	CHORD LENGTH = 35.00'



SCALE: 1" = 80'  
 OCTOBER 1997  
 23.99 ACRES

**LEGEND**

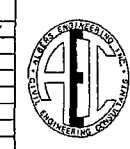
- BOUNDARY OF SUBDIVISION
  - CONCRETE MONUMENT SET
  - 25' FRONT SETBACK AND EASEMENT LINE
  - EASEMENT LINE
  - REINF. ROD MONUMENT SET
- NOTE:  
 EASEMENTS EXTEND BETWEEN EASEMENT LINES AND NEAREST LOT LINE

**OWNER & DEVELOPER**  
 RANDY PEIFER & DON FRANKE  
 2305 VILLAGE GREEN PLACE  
 SUITE C  
 CHAMPAIGN, IL 61821  
 PHONE (217) 355-8922

**FINAL PLAT APPROVAL**  
 THE FINAL PLAT ENTITLED PRAIRIE FIELDS III SUBDIVISION HAS RECEIVED A RECOMMENDATION FOR APPROVAL BY THE PLANNING COMMISSION OF SAVOY, ILLINOIS.  
 THIS DAY OF \_\_\_\_\_, 1998  
 CHAIR PERSON \_\_\_\_\_  
 CHAIR PERSON \_\_\_\_\_  
 DATE \_\_\_\_\_

**FINAL PLAT APPROVAL**  
 THE FINAL PLAT ENTITLED PRAIRIE FIELDS III SUBDIVISION HAS RECEIVED APPROVAL BY THE VILLAGE OF SAVOY, ILLINOIS.  
 R. H. ... 11-16-98  
 PRESIDENT, BOARD OF VILLAGE  
 M. ... 1-16-98  
 VILLAGE CLERK

REVISION		
No.	BY	DATE
1	BAW	10/29/97



PRAIRIE FIELDS III SUBDIVISION		JOB No. 98113
FINAL PLAT		SCALE: 1" = 80'
ALBERS ENGINEERING, INC. P.O. BOX 7376 2621 WEST WHITE OAKS DRIVE SPRINGFIELD, IL 62791-7376 PHONE (217) 793-2244		DESIGNED BY: BAW
		DRAWN BY: BAW
		APPROVED BY: JGA
		DATE: OCTOBER, 1997
		SHEET No. TOTAL
		1 1

PRAIRIE FIELDS III SUBDIVISION  
OWNER'S CERTIFICATE AND  
RESTRICTIVE COVENANTS

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DOC # 98R2764  
CHAMPAIGN COUNTY, ILL

STATE OF ILLINOIS            )  
  )        SS  
COUNTY OF CHAMPAIGN        )

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*Barbara A. Prasca*  
RECORDER

OWNER'S CERTIFICATE

FIRST BUSEY TRUST &  
INVESTMENT CO., as Trustee under its Trust  
No. 5286, dated March 7, 1997, its successors and  
assigns, being the legal owner (herein the  
"Owner") of the following described real estate:

see Exhibit "A" attached,

has caused the same to be surveyed by Clayton L.  
Woodward, Illinois Professional Land Surveyor  
No. 3203, and has subdivided said real estate into  
lots, streets, common areas, and utility and  
drainage easements as indicated on the annexed  
plat, (herein the "Plat") bearing the Certificate of  
said Clayton L. Woodward under date of  
December 31, 1997, said subdivision to be known  
as Prairie Fields III Subdivision, Village of Savoy,  
Champaign County, Illinois.

Owner hereby grants and dedicates for the use of the public as streets, driveways, and courts all of the streets, driveways, and courts shown on said Plat, and each of said streets, driveways, and courts shall be hereafter known by the respective names designated thereon.

Owner hereby dedicates perpetually the tracts shown on the Plat as utility and drainage easements to the public for use by utilities for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television, or any other similar use that the public entity in whose jurisdiction the easement lies deems a utility. All such utility improvements shall be located underground.

An owner of easement rights hereunder 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

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whatsoever, except paving surfaces and as otherwise noted herein. No person shall obstruct said easement unless the 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 a result of use or maintenance of the easement for utility purposes. The cost of removing unauthorized obstruction shall be borne by the owner of the property on which said obstruction is located.

The owners of coextensive easement rights shall first determine whether improvements have been constructed by another authorized entity before commencing construction or maintenance hereunder, and shall construct and maintain improvements in a manner so as not to disturb, damage, or impede other pre-existing utility or drainage improvements. Breach of the foregoing requirement shall entitle the party suffering damage to recover from the breaching party all costs of repair, as well as costs of collection of same, including reasonable attorney fees.

The owners of easement rights granted hereunder hereby indemnify, hold harmless, and defend Owner, its successors and assigns, and the lot owners against any and all claims, suits, or damages (including court costs and reasonable attorney fees incurred by the indemnified party) or causes of action for damages, and against any orders, decrees, or judgments which may be entered in respect thereof, as a result of any alleged injury to person and/or property or alleged loss of life sustained as a result of the use of the easements granted hereinabove to or by the indemnifying party, its licensees, invitees, lessees, sublessees, successors, and assigns.

The owners of easement rights granted hereunder will not cause or permit the escape, disposal or release on the subject real estate of Hazardous Substances, nor will such owners do or allow anyone else to do anything that is in violation of any Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances, wastes, or materials 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. "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection. The owners of easement rights granted hereunder hereby indemnify, hold harmless, and defend Owner, its successors and assigns, and the lot owners from and against any and all loss, penalty, fine, damage, liability or expense (including, without limitation, court costs and reasonable attorney fees) arising or resulting from or in any way connected with the breach of the foregoing obligations by such owners of easement rights.

Acceptance of the foregoing grants of easement by the Village of Savoy; public utilities, or any other party availing themselves of such easement rights shall bind such party to comply with any obligations set forth herein regarding use of such easement areas.

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:

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### 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 developers are Randy Peifer and Don Franke, who are known individually and collectively as the Developer herein, and any entity established by the foregoing individuals to act as the Developer under the provisions of these Restrictive Covenants, their successors or assigns, having a principal office at 2305 Village Green Place, Champaign, Illinois 61821.

Single Family Unit: A separate and detached main building 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 52 through 80 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 Prairie Fields Homeowners' Association as defined by the Plat, if any, upon the first sale of two-thirds of Lots 52-80 by the Owner, its successors and assigns.

Prairie Fields Subdivisions: Any and all subdivisions which belong to and are governed by the Prairie Fields Homeowners' Association.

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

Annexation Agreement: The Annexation Agreement between the Village of Savoy, Virginia G. Maxwell and First Busey Trust & Investment Company, as trustees of the George I. Maxwell Trust, Virginia G. Maxwell, individually, Donald and Nancy Helen Maxwell, and Randy Peifer, dated June 7th, 1995, and recorded December 15, 1995 in the Recorder's Office of Champaign County, Illinois, in Book 2357 at Page 577 as Document No. 95R27344, and all amendments thereto.

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**A. LOTS 52 THROUGH 80:**

**AREA OF APPLICATION**

The covenants, in their entirety, shall apply to Lots 52-80 inclusive of **PRAIRIE FIELDS III SUBDIVISION**, Village of Savoy, Champaign County, Illinois. These covenants shall not apply to the area indicated as Lot 81 on the Plat.

**COVENANTS**

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 on Lots 52-80 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 three persons as follows:

Randy Peifer  
2305 Village Green Place  
Champaign, Illinois 61821

Don Franke  
2305 Village Green Place  
Champaign, Illinois 61821

Nick Taylor  
101 S. Lincoln  
Mahomet, Illinois 61853

A majority of the committee may designate a representative to act for it. 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 Prairie Fields III 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 Prairie Fields III Subdivision 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 Village of Savoy, as amended from time to time. Notwithstanding the foregoing, any required variance under the Village of Savoy 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.

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(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 encumbrancer in good faith in acting thereon.

3. Minimum Dwelling - Quality and Size: No dwelling unit shall be permitted on any site unless it includes a carport or garage. The Architectural Control Committee, however, shall have the power to waive the requirement of a carport or garage. No one-story dwelling shall occupy a ground floor area of less than 1,500 square feet, and no dwelling having more than one story shall occupy a ground floor area of less than 600 square feet and a total floor area of less than 1,600 square feet.

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 Village of Savoy, unless said building is constructed on two or more lots, in compliance with the Village of Savoy Zoning Ordinance and/or other applicable ordinances. Notwithstanding the foregoing, side yard building set back lines shall be six (6) feet, as provided in the Annexation Agreement.

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. 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.

6. This paragraph intentionally deleted.

7. Permissible Building - Order of Construction: All buildings erected on any building site 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.

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10. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (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.

11. 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.

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 any commercial purpose.

13. 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 13, the Prairie Fields 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.

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 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 14, the Prairie Fields 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.

15. 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.



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

17. 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; garages must be provided for not less than two (2) automobiles in use by the residents on the property. All property owners or residents in Prairie Fields III Subdivision owning or possessing trucks, trailers, campers, boats, motorcycles, motor homes, or any type of recreational vehicle which they desire to park in the subdivision shall provide and use an enclosed garage for the storage of such vehicles.

18. 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 the Developer's engineer. Driveways to the street shall be constructed of concrete, asphalt, or brick materials unless otherwise approved by the Architectural Control Committee.

19. 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 or Prairie Fields Homeowners' Association 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.

20. Waiver: The failure of the Architectural Control Committee, any building site owner, 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.

21. Term: Unless amended as provided in Paragraph 23, 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. Each lot owner, the Owner, and the Prairie Fields Homeowners' Association shall have standing to enforce these restrictive covenants. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

22. 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.

23. Authority to Amend or Release Covenants: The owners of legal title of record of seventy-five percent (75%) of the building sites in Prairie Fields Subdivisions 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 waiver shall become effective upon the recording of such release or amendment in the Recorder's Office of Champaign County, Illinois. Notwithstanding the

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foregoing, paragraphs no. 5, 15, 16, 21, 22, 23, 24, 25, 28, and 29 shall not be released or amended without the specific written approval of the Board of Trustees of the Village of Savoy, which covenants the Village of Savoy shall have standing to enforce.

24. Homeowners' Association: It is understood that the Prairie Fields Homeowners' Association has been incorporated, and all association fees for each lot will be assessed by said Association and paid by each lot owner. The owners of Lots 52 through 80 in the Prairie Fields III 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. Each lot owner shall be entitled to one vote per lot.

A primary purpose of said Association will be to provide for the ownership, development and maintenance and upkeep of the common areas and storm water detention basins of Prairie Fields Subdivisions (the "detention basins"), as well as any under drains and appurtenances constructed within such subdivisions. The costs of maintaining detention basins within Prairie Fields Subdivisions shall be shared equally by each subdivision based upon the ratio of the square footage of such subdivision divided by the total square footage of all subdivisions utilizing the detention basins. Assessments for each lot within Prairie Fields III Subdivision shall be a flat fee based on the total assessment attributable to Prairie Fields III Subdivision divided by the number of single family residential lots. Each lot owner 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 Association shall submit to the lot owner an invoice indicating the total cost of such assessment items and the lot owner's pro rata share. The lot owner shall pay such assessment to the Prairie Fields Homeowners' Association within 30 days of receipt of such invoice.

Failure to timely pay the assessment shall entitle the Association to place assessment liens against any lot for any unpaid assessments; moreover, said Association shall be entitled to recover reasonable attorneys' fees incurred in filing and enforcement of such lien.

The Developer is responsible for the construction and maintenance of the detention basins until such time as the detention basins are conveyed to the Association. After the detention basins are constructed, the Developer shall quitclaim the detention basins to the Association; and the Association shall accept such legal title to the detention basins from the Developer and shall thereafter be responsible for the maintenance of such detention basins.

The Prairie Fields Homeowners' Association is hereby granted the authority to place assessment liens against any lot for any unpaid assessments and granted the authority to recover reasonable attorney fees in the enforcement of these covenants.

The Prairie Fields Homeowners' Association shall have the power and authority to enforce any and all covenants, restrictions, and agreements applicable to lots within the aforesaid Subdivision.

The common areas developed in the Prairie Fields Subdivisions shall be subject to the rules and regulations established by the Prairie Fields Homeowners' Association and the use of common areas and

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

25. 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.

26. 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.

27. 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.

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As used in this paragraph 27, "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 27, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

28. Drainage Swales. No lot owner shall fill or grade drainage swales so as to negatively impact drainage flow in the subdivision. Breach of this covenant shall entitle the Prairie Fields Homeowners' Association to cause such affected area to be regraded and charge said lot owner for the costs thereof. Prairie Fields 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 Prairie Fields Homeowners' Association pursuant thereto.

29. Annexation Agreement: The prior owners of the real estate legally described in Exhibit A attached hereto executed the Annexation Agreement with the Village of Savoy, Illinois, which agreement affects this real estate and other contiguous real estate. The Annexation Agreement includes various provisions and requirements regarding the development, use and subdivision of said real estate, which shall, to the extent applicable, apply to the lots and lot owners of Prairie Fields III Subdivision and to the Prairie Fields Homeowners' Association.

**B. LOT 81:**

**AREA OF APPLICATION**

The following covenants, in their entirety, shall apply to Lot 81 of **PRAIRIE FIELDS III SUBDIVISION**, Village of Savoy, Champaign County, Illinois, as specifically indicated.

**COVENANTS**

1. Subdivision and Development Requirements Prior to Construction for Improvements. Any owner(s) and any developer(s) of said Lot 81 will be required to receive approval by the Village of Savoy of all improvements to said Lot 81, in accordance with Section 4.12 of the Subdivision and Development Ordinance of 1983, or the latest edition thereof, at the time, for the Village of Savoy, prior to any construction or building permits being issued.

2. Storm Water Retention and Control Requirements Before Construction of Improvements. Any owner(s) and any developer(s) of said Lot 81 will be required to receive approval by the Village of Savoy for storm water retention and control for said Lot 81 in accordance with the Storm Water Control Ordinance of 1983, or the latest edition thereof, at the time, for the Village of Savoy, prior to any construction or building permits being issued.

3. Term: Unless amended as provided in Paragraph 4, 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

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successive periods of ten (10) years. Each owner, developer, and the Village of Savoy shall have standing to enforce these restrictive covenants. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

4. Authority to Amend or Release Covenants: The owner of legal title of record of Lot 81 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, provided said owner receives the written consent of the Village of Savoy, and in such event, such release or waiver shall become effective upon the recording of such release or amendment in the Recorder's Office of Champaign County, Illinois.

5. Annexation Agreement: The prior owners of the real estate legally described in Exhibit A attached hereto executed the Annexation Agreement with the Village of Savoy, Illinois, which agreement affects this real estate and other contiguous real estate. The Annexation Agreement includes various provisions and requirements regarding the development, use and subdivision of said real estate, which shall, to the extent applicable, apply to the lots and lot owners of Prairie Fields III Subdivision and to the Prairie Fields Homeowners' Association.

IN WITNESS WHEREOF, this instrument has been executed on this 3rd day of February, 1998.

**OWNER:**

**FIRST BUSEY TRUST & INVESTMENT CO.,**  
as Trustee under its Trust No. 5286

By: Debra L. Trulock

Its: Trust Officer

Attested to:

By: Jan Kuramoto

Its: ASST. CORP. SECRETARY



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )

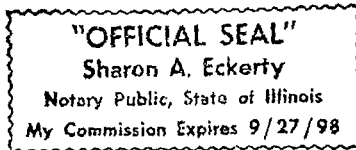
I, Sharon A. Eckerty, a Notary Public in and for said County and State, certify that Debra L. Teulock and JAN KUCAMOTO, personally known to me to be officers of First Busey Trust & Investment Co., as above described, and personally known to me to be the same persons who executed the foregoing instrument as such officers of said Bank, appeared before me this day in person and acknowledged that they signed, affixed the corporate seal to, and delivered this instrument as their free and voluntary act, and as the free and voluntary act of said First Busey Trust & Investment Co., as Trustee as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 3<sup>rd</sup> day of February, 1998.

Sharon A. Eckerty  
Notary Public

Prepared by and return to:

Kelly E. Ford  
1802 Fox Drive  
Champaign, IL 61821



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**RIDER ATTACHED TO AND MADE A PART OF THE  
RESTRICTIVE COVENANTS AND OWNER'S CERTIFICATE  
FOR PRAIRIE FIELDS III SUBDIVISION  
UNDER TRUST NO. 5286**

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Owner are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the **FIRST BUSEY TRUST & INVESTMENT CO.** on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

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EXHIBIT "A"  
PRAIRIE FIELDS III SUBDIVISION

A tract of land being a part of the East Half of Section 36, Township 19 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

From the Northeast corner of the Southeast Quarter of said Section 36, said point also being the Southeast corner of Lake Park Subdivision, S.00° 00' 46" W., on the East line of said Southeast Quarter, 20.04 feet to a point also being the Southeast corner of a strip of land, twenty feet of even width around the South and West sides Lake Park Subdivisions described in Document 92R06177 recorded in Book 1798 at Page 394 at the office of the Recorder of Champaign County: thence N.89° 02' 41" W., on the South line of said twenty foot strip, 40.01 feet; thence S.00° 00' 46" W., 309.50 feet; thence N.89° 02' 41" W., 1619.28 feet to the point of beginning; thence N.80° 48' 30" W., 60.00 feet; thence S.28° 43' 34" W., 186.00 feet to the beginning of a curve concave to the North, having a radius of 583.00 feet; thence Southeasterly on said curve, a chord bearing of S.62° 11' 21" E., a chord distance of 18.63 feet; thence S.13° 14' 00" W., 119.48 feet; thence N.65° 11' 41" W., 97.43 feet; thence N.60° 43' 54" W., 10.00 feet; thence N.57° 02' 42" W., 80.63 feet; thence N.50° 34' 08" W., 78.55 feet; thence N.44° 10' 39" W., 78.55 feet; thence N.35° 28' 36" W., 135.17 feet; thence N.06° 14' 16" W., 60.00 feet to a point on a curve concave to the North, having a radius of 220.00 feet; thence Northeasterly on said curve, a chord bearing of N.72° 12' 02" E., a chord distance of 88.19 feet to the end of said curve; thence N.60° 38' 18" E., 78.37 feet to a point on a curve concave to the Northeast, having a radius of 517.00 feet; thence Southeasterly on said curve, a chord bearing of S.27° 41' 53" E., a chord distance of 30.01 feet; thence N.41° 17' 49" E., 88.64 feet; thence N.00° 00' 33" E., 621.37 feet; thence N.89° 04' 52" W., 543.96 feet; thence N.00° 55' 07" E., 845.00 feet; thence S.89° 04' 52" E., 771.11 feet; thence S.57° 02' 22" E., 70.87 feet; thence S.00° 00' 33" W., 1616.52 feet to the point of beginning, containing 23.99 acres, more or less.



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Prairie Fields Subdivision III presented for recording at Champaign County Recorder's office by Kelly E. Ford, attorney for the developer.

*Kelly E. Ford*

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ENGINEER'S CERTIFICATE

STATE OF ILLINOIS    )  
  )  
COUNTY OF CHAMPAIGN )  
  )  
VILLAGE OF SAVOY     )

I, Joseph G. Albers, being a Registered Professional Engineer in the State of Illinois, Registration Number 27139, Do hereby certify that the public improvements for Prairie Fields III Subdivision were constructed in substantial accordance with the plans and specifications as approved by the Village of Savoy, Champaign County, Illinois.

I further certify that all construction operations were inspected by me or someone under my supervision and that the construction performed is satisfactory and in substantial accordance with the plans and specifications as approved by the Village of Savoy, Champaign County, Illinois.

Signed and sealed this 29<sup>th</sup> day of January, 1998

(SEAL)

Joseph G. Albers



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VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )  
 ) SS  
VILLAGE OF SAVOY )

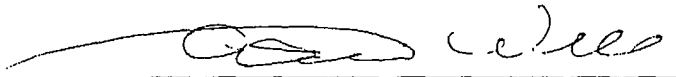
I, THE UNDERSIGNED, Treasurer for the Village of Savoy, Champaign County, Illinois, do hereby certify that I find no delinquent or unpaid special assessments levied against the following described real estate, to-wit:

PRAIRIE FIELDS III SUBDIVISION  
ADDITION TO THE VILLAGE OF SAVOY  
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

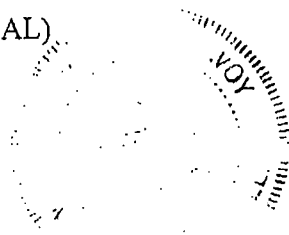
PIN: Part of 03-20-36-400-007; 03-20-36-400-008; and 03-20-36-251-010

Given under my hand and seal this 30 day of January, 1998.



Treasurer, Village of Savoy  
Champaign County, Illinois

(SEAL)



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STATE OF ILLINOIS )  
 )  
 ) SS County Clerk's Certificate  
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:

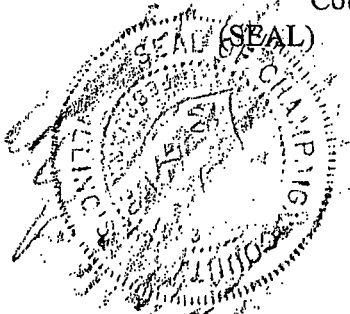
PRAIRIE FIELDS III SUBDIVISION  
ADDITION TO THE VILLAGE OF SAVOY  
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

1993-1994 PIN: 03-20-36-400-004 and 03-20-36-251-006  
1995-1996 PIN: Part of 03-20-36-400-007; 03-20-36-400-008; and 03-20-36-251-010

Given under my hand and seal this 30 day of January, 1998.

*Mark Sheldon*  
County Clerk of Champaign County



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EXHIBIT "A"  
PRAIRIE FIELDS III SUBDIVISION

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DOC# 98R02764  
CHAMPAIGN COUNTY, ILL

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*Barbara A. Prasca*  
RECORDER

Prairie Fields III Sub

DATE 1-16-98

INSTRUMENT Final Plat

DESCRIPTION ~~Q~~ NE 1/4 SE 1/4 Sec 36 T19N R8E

RETURN TO: Kelly E Ford 352-1400

FEE: ~~71~~  
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