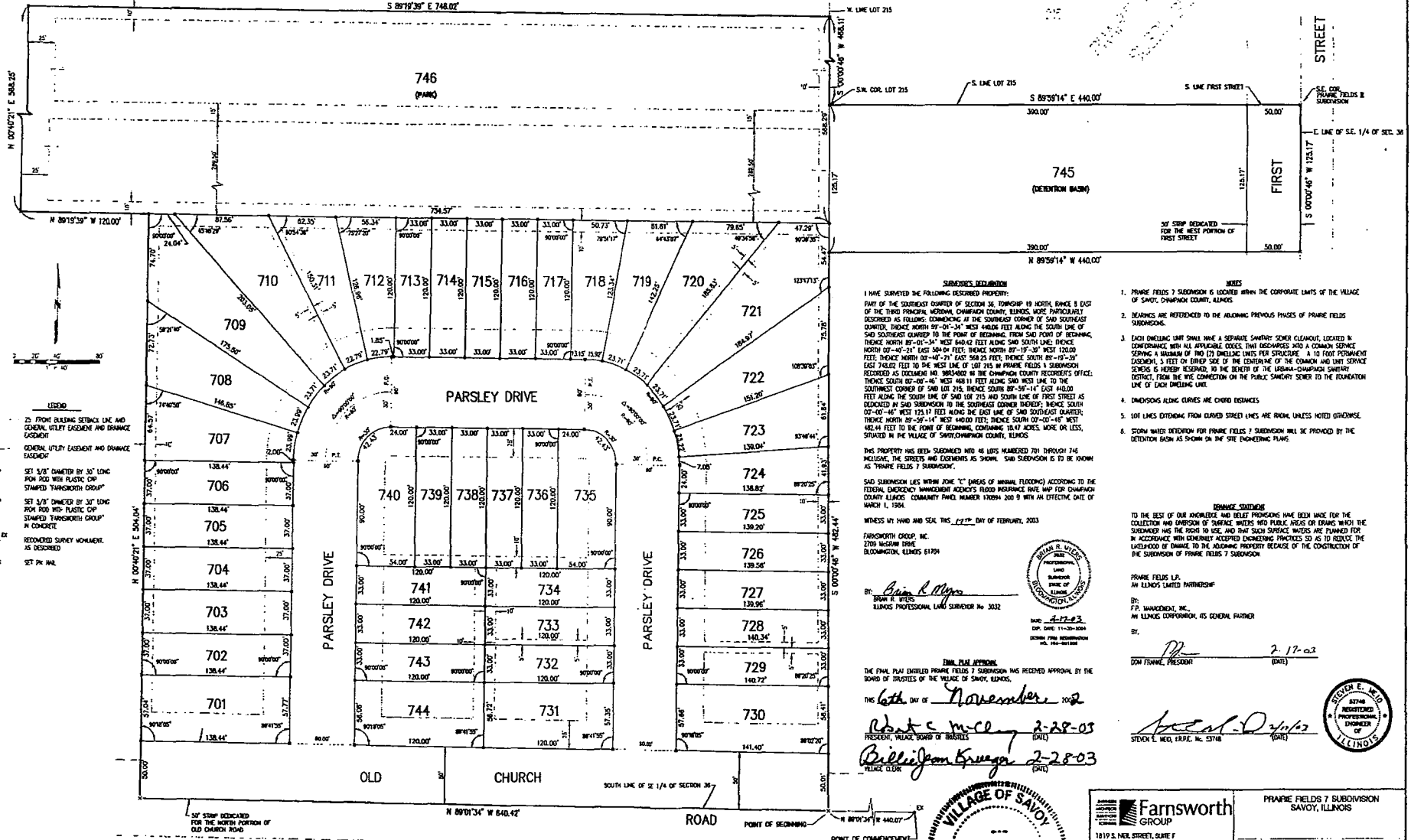


# PRAIRIE FIELDS 7 SUBDIVISION FINAL PLAT

009409

PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS



- NOTES**
- 1. 25' FROM BUILDING SETBACK LINE AND GENERAL UTILITY EASEMENT AND DRAINAGE EASEMENT
  - 2. SET 5/8" DIAMETER BY 30" LONG FROM POB WITH PLASTIC CAP STAMPED "THRESHOLD GROUP"
  - 3. SET 5/8" DIAMETER BY 30" LONG FROM POB WITH PLASTIC CAP STAMPED "THRESHOLD GROUP" IN CONCRETE
  - 4. RECONSTRUCT SURVEY MONUMENT AS REQUIRED
  - 5. SET PERMANENT

**SURVEYOR'S DECLARATION**

I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY: PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°01'34" WEST 840.42 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE NORTH 89°01'34" WEST 840.42 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00°40'21" WEST 120.00 FEET; THENCE NORTH 87°29'30" WEST 120.00 FEET; THENCE NORTH 00°40'21" WEST 588.25 FEET; THENCE SOUTH 89°10'30" WEST 120.00 FEET TO THE WEST LINE OF LOT 215 IN PRAIRIE FIELDS 7 SUBDIVISION; THENCE SOUTH 89°10'30" WEST 488.11 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 215; THENCE SOUTH 89°54'14" EAST 488.00 FEET ALONG THE SOUTH LINE OF SAID LOT 215 AND SOUTH LINE OF FIRST STREET AS LOCATED BY SAID SUBDIVISION IN THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 07°07'46" WEST 120.11 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°59'14" WEST 488.00 FEET; THENCE SOUTH 07°07'46" WEST 488.44 FEET TO THE POINT OF BEGINNING, CONTAINING 12.47 ACRES, MORE OR LESS, SITUATED IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

THIS PROPERTY HAS BEEN SUBDIVIDED INTO 46 LOTS NUMBERED 701 THROUGH 746 INCLUSIVE, THE STREETS AND EASEMENTS AS SHOWN, SAID SUBDIVISION IS TO BE KNOWN AS "PRAIRIE FIELDS 7 SUBDIVISION."

SAID SUBDIVISION LIES WITHIN ZONE "C" (AREAS OF MINIMAL FLOODING) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR CHAMPAIGN COUNTY ILLINOIS COMMUNITY FLOOD HAZARD STUDY 300-9 WITH AN EFFECTIVE DATE OF MARCH 1, 1984.

WITNESS MY HAND AND SEAL THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2003

FARNSWORTH GROUP, INC.  
2700 MADISON DRIVE  
BLOOMINGTON, ILLINOIS 61704

BY: *John R. Myers*  
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3012

**FINAL PLAT APPROVAL**

THE FINAL PLAT DENTILED PRAIRIE FIELDS 7 SUBDIVISION HAS RECEIVED APPROVAL BY THE BOARD OF TRUSTEES OF THE VILLAGE OF SAVOY, ILLINOIS, THIS 6<sup>TH</sup> DAY OF November, 2002

*Robert C. McElroy 2-28-03*  
PRESIDENT, VILLAGE BOARD OF TRUSTEES (DATE)

*Belle Jean Krueger 2-28-03*  
VILLAGE CLERK (DATE)

- NOTES**
1. PRAIRIE FIELDS 7 SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.
  2. EASEMENTS ARE INDICATED TO THE FOLLOWING PREVIOUS PHASES OF PRAIRIE FIELDS SUBDIVISIONS.
  3. EACH DWELLING UNIT SHALL HAVE A SEPARATE SANITARY SEWER CLEANOUT, LOCATED IN CONFORMANCE WITH ALL APPLICABLE CODES, THAT DISCHARGES INTO A COMMON SERVICE SERVING A MAXIMUM OF TWO (2) DWELLING UNITS PER STRUCTURE. A 10 FOOT FURNISHMENT CLOSURE, 5 FEET ON EITHER SIDE OF THE CENTERLINE OF THE COMMON LINE SERVICE SERVICE IS HEREBY RESERVED, TO THE BENEFIT OF THE URBANA-CHAMPAIGN SANITARY DISTRICT, FROM THE WISE CONNECTION ON THE PUBLIC SANITARY SEWER TO THE FOUNDATION LINE OF EACH DWELLING UNIT.
  4. EASEMENTS ALONG CURVES ARE CHORD EASEMENTS.
  5. LOT LINES EXTENDING FROM CURVED STREET LINES ARE PERMANENT UNLESS NOTED OTHERWISE.
  6. STORM WATER DETENTION FOR PRAIRIE FIELDS 7 SUBDIVISION WILL BE PROVIDED BY THE DETENTION BASIN AS SHOWN ON THE SITE ENGINEERING PLANS.

**REVENUE STATEMENT**

TO THE BEST OF OUR KNOWLEDGE AND BELIEF PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DEPOSIT OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINAGE WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS ARE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION OF PRAIRIE FIELDS 7 SUBDIVISION.

PRAIRIE FIELDS LP, AN ILLINOIS LIMITED PARTNERSHIP

BY: *J.P. Wankowicz, INC.*  
AN ILLINOIS CORPORATION, ITS GENERAL PARTNER

BY: *Don Frame*  
DON FRAME, PRESIDENT (DATE) 2-17-03



<b>Farnsworth GROUP</b> 1819 S. NIEL STREET, SUITE F CHAMPAIGN, ILLINOIS 61820 (217) 352-7429 / (217) 352-7409 FAX www.fwg.com		PRAIRIE FIELDS 7 SUBDIVISION SAVOY, ILLINOIS SHEET NO.: <b>FINAL PLAT</b>
DATE: 10-17-02 DESIGN/DATE: <b>RET</b> APPROVED: <b>1</b> DRAWN: <b>250</b> SHEET <b>1</b> OF <b>1</b> PROJECT NO.: 102501 FILE NO.: 24-8859	DATE: 10-17-02 SHEET NUMBER: <b>1</b> DESIGN/DATE: <b>RET</b> APPROVED: <b>1</b> DRAWN: <b>250</b> SHEET <b>1</b> OF <b>1</b> PROJECT NO.: 102501 FILE NO.: 24-8859	

**OWNER/DEVELOPER**  
PRAIRIE FIELDS LP  
7 BUNGALOW COURT  
SAVOY, ILLINOIS 61874

**ENGINEER**  
FARNSWORTH GROUP, INC.  
2700 MADISON DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(217) 352-7408

**SURVEYOR**  
FARNSWORTH GROUP, INC.  
2700 MADISON DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 883-8435

**FINAL PLAT APPROVAL**

THE FINAL PLAT DENTILED PRAIRIE FIELDS 7 SUBDIVISION HAS RECEIVED A RECOMMENDATION FOR APPROVAL BY THE PLANNING COMMISSION OF THE VILLAGE OF SAVOY, ILLINOIS, ON THE 20<sup>TH</sup> DAY OF October, 2002

*Bob Bush By Belle Jean Krueger 2/28/03*  
DATE

2003R09409

RECORDED ON

03-03-2003 2:49:10

CHAMPAIGN COUNTY  
RECORDER

BARBARA A. FRASCA

REC. FEE: 84.00

REV. FEE:

PAGES: 22

PLAT ACT:

PLAT PAGE: 1

200309409

RECORDED ON

03-03-2003 2:49:10

CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

REC. FEE: 84.00  
REV FEE:  
PAGES: 22  
PLAT ACT:  
PLAT PAGE: 1

Prepared by:  
Kelly E. Ford  
Lietz, Banner & Ford  
2504 Galen Drive, Suite 106  
Champaign, IL 61821  
(217) 353-4900

Above Space for Recorder's Use Only

**PRAIRIE FIELDS 7 SUBDIVISION  
OWNER'S CERTIFICATE AND  
RESTRICTIVE COVENANTS**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )

**OWNER'S CERTIFICATE**

**PRAIRIE FIELDS L.P.**, an Illinois limited partnership, its successors and assigns, being the legal owner (herein the "Owner") of the real estate described in Exhibit "A" attached hereto, and has caused the same to be surveyed by Brian R. Myers, Illinois Professional Land Surveyor No. 3032, 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 Brian R. Myers made under date of February 17, 2003, said subdivision to be known as Prairie Fields 7 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 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.

**SCHOOL DISTRICT STATEMENT**

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of their knowledge the school district in which the premises lie is Champaign Unit 4.

**COVENANTS AND RESTRICTIONS**

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:

**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 Prairie Fields L.P., its successors or assigns, having a principal office at #7 Dunlap Ct., Savoy, IL 61874.

**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.

**Duplex**: A dwelling on any building site containing two Dwelling Units.

**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 two entire lots as platted.

**Dwelling**: The main building or buildings on any building site. 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**: Lot 745 and all areas to be conveyed to and owned by the Prairie Fields Homeowners' Association as defined by the Plat upon completion by the Developer of all required public improvements located in such Common Areas.

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.

Park: Lot 746, as indicated on the Plat.

### AREA OF APPLICATION

The following covenants, in their entirety, shall apply exclusively to Lots 701 through 744 of **PRAIRIE FIELDS 7 SUBDIVISION**, Village of Savoy, Champaign County, Illinois.

### COVENANTS

1. Duplex Construction Requirements and Easements: It is the intent of the Developer that a duplex be built on each building site in Lots 701 through 744. Accordingly, until such time as a residence is constructed on Lots 701 through 744, the following lots shall be conveyed together, and shall not have separate ownership, until such time as a Dwelling Unit has been constructed on each lot and is acceptable for occupancy: 701 & 702; 703 & 704; 705 & 706; 707 & 708; 709 & 710; 711 & 712; 713 & 714; 715 & 716; 717 & 718; 719 & 720; 721 & 722; 723 & 724; 725 & 726; 727 & 728; 729 & 730; 731 & 732; 733 & 734; 735 & 736; 737 & 738; 739 & 740; 741 & 742; 743 & 744. Each pair of lots shall be considered a building site for purposes of these Covenants.

No structure shall be erected, altered, placed or permitted to remain on any building site other than one duplex, a private garage for not less than two nor more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.

During construction of a duplex on the building site located on each pair of lots referenced herein, the Owner shall construct a party wall on the center line of each pair of lots. The Owner hereby reserves a six foot wall maintenance easement down the center line of each pair of lots, said easement being three feet on each side of the center line of such lots along the party wall of each lot owner for the purpose of maintaining and, in the event of damage or destruction to such wall, for the purpose of repairing and/or reconstructing such party wall. The easement created herein is established for the benefit of each lot owner to enter and temporarily occupy a reasonable portion of the adjacent lot where there are any common party walls, for the purpose of maintenance of his or her unit; provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent lot by its owner.

Each dwelling unit shall have a separate sanitary sewer clean-out, located in conformance with all applicable codes, that discharges into a common service serving a maximum of two dwelling units per

structure. The Owner reserves a ten foot permanent easement, said easement being located five feet on either side of the center line of the common and unit service sewers from the wye connection on the public sanitary sewer to the foundation line of each dwelling unit. The Owner further reserves a ten foot easement for sanitary sewer service sewers, said easement being located five feet on either side of the center line of the actual sewer line as constructed from each dwelling unit in each duplex to its respective lot line. Said sanitary sewer easements are for the benefit of the Urbana-Champaign Sanitary District, its successors and assigns, and each respective lot owner for purposes of repair, maintenance, and replacement of sanitary sewer improvements.

In the event that by reason of construction, settlement, or shifting of the buildings, or the design and/or construction of any dwelling units, any part thereof encroaches or shall thereafter encroach upon any part of any dwelling unit or lot, or if the ducts or conduits serving more than one unit encroach or shall hereinafter encroach upon any part of any unit or lot, valid easements for the use and maintenance of the encroachment are hereby established for so long as all or any part of the building containing the same remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurred as a result of the willful conduct of said owner. Easements are hereby declared and granted to install, lay, operate, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines, or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

2. Architectural Control:

(a) Committee Membership: The Architectural Control Committee shall initially be composed of three persons as follows:

Randy Peifer	Don Franke	William Peifer
#7 Dunlap Court	#7 Dunlap Court	#7 Dunlap Court
Savoy, IL 61874	Savoy, IL 61874	Savoy, IL 61874

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 7 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 7 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.

(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 dwelling unit in a one-story duplex shall occupy a ground floor area of less than 1,200 square feet, and no dwelling unit in a duplex having more than one story shall occupy a total floor area of less than 1,400 square feet. All dwelling units shall be constructed with either basement or crawl space under at least 70% of the heated ground floor area. The garage to be constructed on each lot shall contain adequate space for storing property ordinarily stored in garages.

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. Eaves, steps and open porches shall not be considered as part of a building. The Architectural Committee shall have the privilege of approving or disapproving any such extensions beyond the building limit line. Notwithstanding the foregoing, side yard building set back lines shall be not less than 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. Landscaping: As soon as weather permits after the construction of a residence on any lot in this subdivision, the owner shall sod the front yard and shall sod or seed the remaining yard space and shall plant two 2 " diameter hardwood trees in the front yard. In addition to the foregoing, the owner of a corner lot shall sod the yard adjacent to both streets to the front of the house.

7. Permissible Building - Order of Construction: All buildings erected on any building site shall be constructed of new material of good quality suitable adapted to use in the construction of residences; and no old building or buildings shall be placed on , or moved to, said premises, nor shall used or reclaimed material be employed with pre-assembled interior wall treatment, excepting ordinary drywall constructed with joints taped on the site. Accessory buildings shall not be erected, constructed or maintained prior to the erection or the 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. 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 7 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 foregoing, paragraphs nos. 4, 5, 15, 16, 18, 21, 22, 23, 24, 25, 28, 29 and 30 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. Further, the Developer shall have the right to record an amendment to this Owner's Certificate and Restrictive Covenants to correct any technical errors within sixty days of the date of recording of the Plat of Subdivision with the Champaign County Recorder's Office, provided the Developer receives the written consent of the Village of Savoy..

24. Homeowners' Association: It is understood that the Prairie Fields Homeowners' Association has been incorporated, and all association fees for each lot will be paid by the lot owner. The owners of Lots in Prairie Fields 7 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.

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, as well as any under drains and appurtenances constructed within such subdivisions. Lot 745 shall be conveyed by the Developer to the Homeowners Association when the detention basin improvements have been completed by the Developer and approved by the Village of Savoy. The owner of Lot 745 shall maintain said detention basin facility on Lot 745 in a manner acceptable to the Village of Savoy, and shall not construct any improvements thereon without written approval of the Village of Savoy. If Lot 745 is not so maintained, the Village may perform maintenance or repairs and the owner of Lot 745 shall reimburse the Village of Savoy for its costs incurred.

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 basins. Assessments for each lot within Prairie Fields 7 Subdivision shall be a flat fee based on the total assessment attributable to Prairie Fields 7 Subdivision divided by the number of 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 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 interest and 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 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.

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 and Lot Contour: The platted 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 lot as originally platted, except with the written permission of the Architectural Committee. During construction, all dirt from excavation shall be confined to the lot on which the excavation is made or stockpiled in an area approved by the Architectural Committee. 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. Rough grading of the site shall be completed by the time framing starts. In the event of a violation of any of the provisions of this paragraph, the architectural committee may give notice of such violation to the lot owner, builder or contractor, who shall then correct the same within a period of seven days from the receipt of such notice, and if her or she does not do so, the Architectural Committee may take such corrective measures as they deem appropriate and the cost of such work, and any legal proceedings instituted to enforce this covenant, shall be paid by the lot owner or owners who are found to have failed to comply with this restriction. The Architectural Committee shall have standing to enforce this provision in any court or administrative proceeding necessary, and shall be entitled to recover from the lot owner any administrative fees and reasonable attorney fees incurred 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 7 Subdivision and to the Prairie Fields Homeowners' Association.

30. Public Park: Lot 746 is designated on the Plat as a Park, and is reserved for conveyance to the Village of Savoy in accordance with the Annexation Agreement.

31. Party Wall and Common Ownership Use Requirements: The owner of each lot and dwelling unit as constructed shall own to the center of any party wall. Accordingly, each owner shall do nothing to disturb the right of use of any other owner to any such party wall. Neither lot owner shall have the right to extend the party wall horizontally or vertically without the permission of the adjacent lot owner. All owners have an obligation to inhabit and use their respective dwelling unit in such manner so as not to impair the structural integrity of the party wall. The owner of a dwelling unit shall not change the exterior appearance of his or her unit except with the prior approval of the owner of the adjacent dwelling unit. It is the purpose and intent of this covenant to enhance the overall appearance of the entire duplex in accordance with the desires of both owners.

Collectively, the owners of each duplex shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs, gutters, downspouts, and common sanitary sewers, as is made necessary and desirable as a result of the natural and ordinary wear and/or deterioration thereof. The responsibility for such maintenance work shall be born in accordance with the following procedures:

- (a) Roof Maintenance. Each owner shall be responsible for keeping the roof over his dwelling unit in good condition for the benefit of all dwelling units. In the event a decision is made, as provided hereunder, for the installation of a new roof, each dwelling unit owner shall contribute to the cost thereof in the proportion of his total roof area to the total roof area of the duplex.

(b) Gutters and Downspouts. The owner of each dwelling unit shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters and downspouts of each duplex.

(c) Exterior Walls and Foundations. The owner of each dwelling unit shall be responsible for maintaining in good condition all exterior walls and foundations located upon his dwelling parcel.

(d) Common Sanitary Sewers. Maintenance of common sanitary sewers is the collective responsibility of the owners of all dwelling units in a duplex and each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of the common sanitary sewer serving the dwelling structure. This provision shall not apply to required maintenance of the extension of the sanitary sewer line from the common line to an individual dwelling unit, the maintenance of which shall be the sole responsibility of the owner of such dwelling unit.

The owner of each dwelling unit shall maintain hazard insurance in an amount equal to 100% of the replacement cost of the improvements currently constructed on each respective lot. No dwelling unit owner shall permit anything to be done or kept upon his or her premises which would result in the cancellation of insurance on the duplex as a whole, or any part thereof, which would be in violation of any local, state, or federal law.

In the event of damages or destruction by fire or other casualty of any party wall, including the foundation thereof, each lot owner shall be obligated to repair or rebuild the whole or a portion of the party wall to maintain it in its current condition as of the date of this Owner's Certificate. The expense of construction shall be born equally by each lot owner. The party wall shall be erected on the same spot, on the lot line, and shall be of the same size, and the same or similar material, and of like quality with the present party wall. Also the repair or rebuilding shall be done within a reasonable time in workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or construction. The foregoing provisions of this article notwithstanding, the owner of any dwelling unit shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

In the event of damage or destruction by fire or other casualty of any dwelling unit or any portion thereof, the owner of such dwelling unit shall within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws and ordinances regulating the construction of buildings in force at the time of repair or construction. The exterior of such dwelling unit, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the dwelling unit which remains standing as a part of such duplex and is not required to be rebuilt. In the event of the total or substantial destruction of both dwelling units in a duplex, the architectural design of the exterior of the building structure to be rebuilt and the materials to be used shall be substantially similar in architectural design to the original building structure in Prairie Fields No. 7 Subdivision, and shall be constructed of comparable materials.

In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred herein to perform the necessary repair or rebuilding, the owner of the remainder of the duplex shall, in the manner described herein, be permitted to cause such repairs or rebuilding to be done by such firm, laborers, or materialmen as such owner may reasonably choose. Such owner shall have and is hereby given a continuing lien on the dwelling unit on which such repairs or rebuilding is caused to be made or done in the aggregate amount of (1) the cost of such repairs or rebuilding; (2) interest at the prime lending rate of Bank Illinois or Busey Bank, whichever is higher, plus one percent (1%) as in effect from time to time from the date of payment of such costs; and, (3) reasonable attorney fees and court costs incurred in connection therewith.

In the event of any controversy, claim, or dispute between the owners of a dwelling unit sharing a party wall, arising out of or relating to this Owner's Certificate and Restrictive Covenants or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses and attorney fees.

#### AREA OF APPLICATION

The following covenants, in their entirety, shall apply exclusively to Lot 746 of **PRAIRIE FIELDS 7 SUBDIVISION**, Village of Savoy, Champaign County, Illinois.

#### COVENANTS

1. Allowable Use: The owner of Lot 746 shall be restricted to the following use of the property: public park.
2. Construction of Improvements: Construction shall be conducted in such manner as to not damage the adjacent residential lots. All excavations shall be refilled so that the surface of the property is restored to the approximate level and condition existing at the place of construction prior to commencement of such construction. All surplus soil and debris resulting from construction work shall be removed from the property.
3. Nuisances: No noxious or offensive activity shall be carried upon such lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Weeds shall be cut at minimum monthly between May 1 and October 1 in each year.
4. Homeowners Association. The owner of Lot 746 shall not be a member of the Homeowners' Association referenced in Paragraph 24 above, and shall not be subject to any rules, assessments, or regulations imposed by such Association.
5. Authority to Amend or Release of Covenants. The foregoing covenants nos. 1 through 4 and this covenant no. 5 may be released or amended by written agreement of the Board of Trustees of the Village of Savoy and the Developer, or, if the Developer has conveyed title to all of lots 701 A & B through 745 A & B to third parties, with the consent of the Prairie Fields Homeowners' Association.

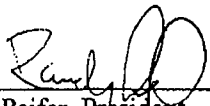


IN WITNESS WHEREOF, this instrument has been executed on this 24<sup>th</sup> day of February, 2003.

OWNER:

Prairie Fields, L.P.  
an Illinois limited partnership


By: F.P. MANAGEMENT, INC.,  
an Illinois corporation, its general partner

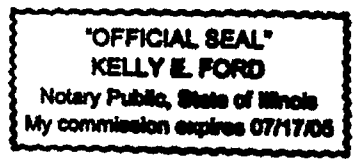
By:   
Randy Peifer, President

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF CHAMPAIGN    )

I, the undersigned, a Notary Public in and for the County and State written above, DO HEREBY CERTIFY that Randy Peifer, personally known to me to be the President of F.P. Management Inc., an Illinois corporation, as general partner of Prairie Fields, L.P., an Illinois limited partnership, and also 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 they signed, sealed and delivered this instrument as his free and voluntary act of the corporation, for the uses and purposes shown in the document and he was authorized to execute this Deed by the board of directors of the corporation.

Dated: Feb. 24, 2003

  
Notary Public



009409

PRAIRIE FIELDS 7

PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH  $89^{\circ}-01'-34''$  WEST 440.06 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE NORTH  $89^{\circ}-01'-34''$  WEST 640.42 FEET ALONG SAID SOUTH LINE; THENCE NORTH  $00^{\circ}-40'-21''$  EAST 504.04 FEET; THENCE NORTH  $89^{\circ}-19'-39''$  WEST 120.00 FEET; THENCE NORTH  $00^{\circ}-40'-21''$  EAST 568.25 FEET; THENCE SOUTH  $89^{\circ}-19'-39''$  EAST 748.02 FEET TO THE WEST LINE OF LOT 215 IN PRAIRIE FIELDS II SUBDIVISION RECORDED AS DOCUMENT NO. 98R34802 IN THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE SOUTH  $00^{\circ}-00'-46''$  WEST 468.11 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 215; THENCE SOUTH  $89^{\circ}-59'-14''$  EAST 440.00 FEET ALONG THE SOUTH LINE OF SAID LOT 215 AND SOUTH LINE OF FIRST STREET AS DEDICATED IN SAID SUBDIVISION TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH  $00^{\circ}-00'-46''$  WEST 125.17 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH  $89^{\circ}-59'-14''$  WEST 440.00 FEET; THENCE SOUTH  $00^{\circ}-00'-46''$  WEST 482.44 FEET TO THE POINT OF BEGINNING, CONTAINING 18.47 ACRES, MORE OR LESS, SITUATED IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

009409

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:

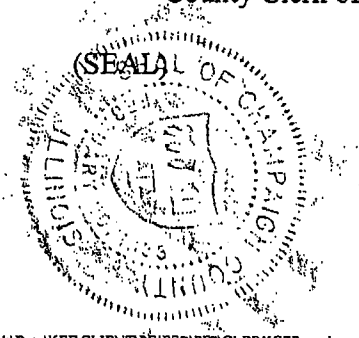
PRAIRIE FIELDS 7 SUBDIVISION  
ADDITION TO THE VILLAGE OF SAVOY  
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

(1999, 2000, & 2001)  
PIN: part of: 03-20-36-400-011; and 03-20-36-400-013

Given under my hand and seal this 21 day of February, 2003.

Mark Sheldon  
County Clerk of Champaign County



009409

PRAIRIE FIELDS 7

PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH 89°-01'-34" WEST 440.06 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE NORTH 89°-01'-34" WEST 640.42 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00°-40'-21" EAST 504.04 FEET; THENCE NORTH 89°-19'-39" WEST 120.00 FEET; THENCE NORTH 00°-40'-21" EAST 568.25 FEET; THENCE SOUTH 89°-19'-39" EAST 748.02 FEET TO THE WEST LINE OF LOT 215 IN PRAIRIE FIELDS II SUBDIVISION RECORDED AS DOCUMENT NO. 98R34802 IN THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°-00'-46" WEST 468.11 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 215; THENCE SOUTH 89°-59'-14" EAST 440.00 FEET ALONG THE SOUTH LINE OF SAID LOT 215 AND SOUTH LINE OF FIRST STREET AS DEDICATED IN SAID SUBDIVISION TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 00°-00'-46" WEST 125.17 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°-59'-14" WEST 440.00 FEET; THENCE SOUTH 00°-00'-46" WEST 482.44 FEET TO THE POINT OF BEGINNING, CONTAINING 18.47 ACRES, MORE OR LESS, SITUATED IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

009409

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS        )  
                                  )  
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 7 SUBDIVISION  
ADDITION TO THE VILLAGE OF SAVOY  
CHAMPAIGN COUNTY, ILLINOIS

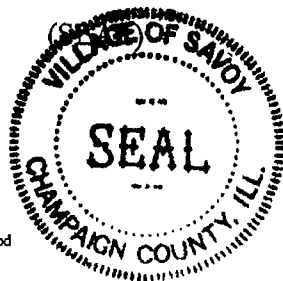
See Attached Exhibit "A"

PIN: Part of 03-20-36-400-011; and 03-20-36-400-013

Given under my hand and seal this 28 day of February, 2003.



Treasurer, Village of Savoy  
Champaign County, Illinois



## PRAIRIE FIELDS 7

009409

PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH  $89^{\circ}-01'-34''$  WEST 440.06 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE NORTH  $89^{\circ}-01'-34''$  WEST 640.42 FEET ALONG SAID SOUTH LINE; THENCE NORTH  $00^{\circ}-40'-21''$  EAST 504.04 FEET; THENCE NORTH  $89^{\circ}-19'-39''$  WEST 120.00 FEET; THENCE NORTH  $00^{\circ}-40'-21''$  EAST 568.25 FEET; THENCE SOUTH  $89^{\circ}-19'-39''$  EAST 748.02 FEET TO THE WEST LINE OF LOT 215 IN PRAIRIE FIELDS II SUBDIVISION RECORDED AS DOCUMENT NO. 98R34802 IN THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE SOUTH  $00^{\circ}-00'-46''$  WEST 468.11 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 215; THENCE SOUTH  $89^{\circ}-59'-14''$  EAST 440.00 FEET ALONG THE SOUTH LINE OF SAID LOT 215 AND SOUTH LINE OF FIRST STREET AS DEDICATED IN SAID SUBDIVISION TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH  $00^{\circ}-00'-46''$  WEST 125.17 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH  $89^{\circ}-59'-14''$  WEST 440.00 FEET; THENCE SOUTH  $00^{\circ}-00'-46''$  WEST 482.44 FEET TO THE POINT OF BEGINNING, CONTAINING 18.47 ACRES, MORE OR LESS, SITUATED IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

ENGINEERS  
ARCHITECTS  
SURVEYORS  
SCIENTISTS



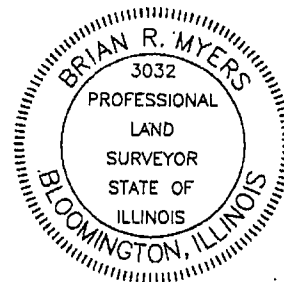
**Farnsworth**  
GROUP

009409

**SURVEYOR'S STATEMENT TO RECORDER OF DEEDS**

I, Brian R. Myers, Illinois Professional Land Surveyor No. 3032, hereby state that I have prepared a plat of subdivision known as "Prairie Fields 7 Subdivision" in the Village of Savoy, Champaign County, Illinois. I hereby authorize Chicago Title Insurance Company to act as my agent in presenting this plat to the Champaign County Recorder for recording

Brian R. Myers  
FARNSWORTH GROUP, INC.  
Illinois Professional Land Surveyor No. 3032  
February 14, 2003



2003R09409

RECORDED ON

03-03-2003 2:49:10

CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

REC. FEE: 84.00  
REV FEE:  
PAGES: 22  
PLAT ACT:  
PLAT PAGE: 1

Prairie Fields 7 Sub

Date: 2-28-03

Instrument: Plat

Description: SE 1/4 36-19-8

Return to: Farnsworth Group 352-7408

Fee: \_\_\_\_\_