

2011



2008R25987

RECORDED ON
10/07/2008 02:29:37PM

CHAMPAIGN COUNTY
RECORDER

BARBARA A. FRASCA
REC FEE: 82.00

RHSPS Fee: 10.00
REV FEE:

PAGES 20

PLAT ACT:

PLAT PAGE: 1

**Recorder
Champaign County
Barbara A. Frasca**



Prairie Fields 12 Sub

Subdivision Name

Date: 9/10/08

Instrument: Plat

Owner: S & I Developers

Surveyor: Chad E. Wallace

Legal Description: Lot 919A of Prairie Fields 9
Sub.

Return To: Billie

Telephone Number: 359-5894



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Prepared by *Returno*
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Above Space for Recorder's Use Only

**PRAIRIE FIELDS 12 SUBDIVISION
OWNER'S CERTIFICATE AND
RESTRICTIVE COVENANTS**

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

S&I Developers LLC, an Illinois limited liability company, its successors and assigns, being the sole legal owner (herein the "Owner") of the real estate described in the surveyor's certificate on the face of the annexed plat for Prairie Fields 12 Subdivision, Village of Savoy, Champaign County, Illinois, (herein the "Plat"), has caused the same to be surveyed by Chad E. Wallace, Illinois Professional Land Surveyor No. 3521, and has subdivided said real estate into lots, streets, common areas, and utility and drainage easements as indicated on the Plat, said subdivision to be known as Prairie Fields 12 Subdivision.

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 RESTRICTONS

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 S&I Developers LLC, its successors or assigns, having a principal office at 4120 Belmont Point, Champaign, IL 61822.

Single Family Dwelling: 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.

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. 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: 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 that 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.

Lot: Any parcel of land or other tract in Prairie Fields 12 Subdivision, Village of Savoy, Champaign County, Illinois against which this Declaration is recorded, together with any and all improvements thereon.

Lot Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.

Village: Village of Savoy, Champaign County, Illinois.

AREA OF APPLICATION I

The following covenants, in their entirety, shall apply to Lots 1201-1246 of **PRAIRIE FIELDS 12 SUBDIVISION**, Village of Savoy, Champaign County, Illinois.

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 dwelling and a private garage for not less than two nor more than three (3) cars per dwelling, and other accessory buildings incidental to residential use of the premises.

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.

2. Architectural Control:

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

Doug Johnson	Steve Meid	William Peifer
4120 Belmont Point	4120 Belmont Point	4120 Belmont Point
Champaign, IL 61822	Champaign, IL 61822	Champaign, IL 61822

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 12 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 12 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. Construction Requirements. The construction of residences in the Subdivision shall be governed by the following specifications:

(a) Setback Lines. The setbacks shall comply with the Zoning Ordinance of the Village of Savoy and the Annexation Agreement, as amended. As of the date of recording of the Plat, the setbacks for Lots are as follows: front yard setback – 25 feet; side yard setback -- 7 feet; and, rear yard setback – 20% of lot depth or a maximum 25 feet.

(b) Square Footage Requirements.

One-story ranch style residences shall have a total living area of not less than one thousand three hundred (1,300) square feet; one and one-half and two-story residences constructed on Lots shall have a total living area of not less than one thousand four hundred (1,400) square feet.

(c) Permitted Exteriors. No wall board, aluminum siding, sheet metal, tar paper, or roofing paper shall be used for any exterior wall covering or roofs. Aluminum may be used for gutters and downspouts, soffit and fascia boards. Stone, brick, or vinyl materials shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. Exterior color choices must be approved by the Architectural Control Committee; no excessively bright colors or light shadings shall be permitted on the exteriors of any building in the Subdivision. Modular construction shall be permitted only with express written approval of the Architectural Control Committee, which may be withheld in the Architectural Control Committee's sole discretion.

(d) Garages. Each Dwelling constructed on a Lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, two (2) standard-sized passenger vehicles, or, as a maximum, three (3) standard-sized passenger vehicles. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location.

(e) Shingle Requirements and Roof Pitch. Only architectural shingles are allowed to be used on each residence. The color of the shingles must be approved by the Architectural Control Committee.

No three tab shingles are allowed. Minimum main roof pitch of six/twelve is required.

(f) Grates Requirement for Basement Windows in 7 foot Sideyards. Protective grates which safely tolerate pedestrian traffic must be provided over basement window wells located within seven (7) foot side yards.

(g) Except as otherwise described in this Declaration, no accessory structure or outbuildings are permitted in the Subdivision, including playhouses or sheds. Lot Owners are permitted to erect a maximum of one play structure on each Lot provided that said play structure does not exceed one of the following dimensions: sixteen (16) feet in length, ten (10) feet in height and twelve (12) feet in width.

(h) All fencing must be approved by the Architectural Control Committee and meet the criteria set forth herein. Only cedar fencing, wrought iron or wrought iron looking fences made of aluminum, or vinyl fencing materials will be allowed. Cedar fencing must be treated at the time of construction, and continuously maintained, with a stain in a color compatible to the residence located on the respective Lot. Fencing shall not exceed a maximum height of six feet (6') except fences surrounding in-ground swimming pools which shall be the height required by Village of Savoy code. No chain link fencing shall be permitted in the Subdivision.

(i) Satellite Dishes will be allowed in the subdivision provided that they do not exceed twenty-two inches (22") in diameter, are professionally installed, and are not located in the front yard of the Lot.

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.

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 that 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, but no later than six (6) months after the first occupancy of a residence on the lot, the owner shall install the following landscaping:

a. Sod the front yard (including the right of way between the sidewalk and public street) and sod or seed the remaining yard space. The owner of a corner lot shall sod the yard adjacent to both streets to the front of the house.

b. Plant two 2" diameter hardwood trees in the front yard, one of which shall be located in the right of way between the sidewalk and the public street. For tree planting within the Village right of way, the

lot owner shall comply with Village requirements and file the requisite permit and obtain Village approval prior to planting.

- c. Plant a minimum of eight (8) shrubs or bushes in the front yard.

Prior to installation, the owner shall seek approval of plantings as required in Section 2, c., (i) herein.

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. 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.

10. 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.

11. 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.

12. 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 12, 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.

13. 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 13, either the Developer or 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 Developer or 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 Developer or 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 enforcing party pursuant thereto.

14. 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.

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

16. 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 12 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.

17. 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.

18. 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.

19. 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.

20. 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 Developer, 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.

21. 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.

22. Authority to Amend or Release Covenants: Until Developer divests itself of all interest in all Lots of the Subdivision, Developer shall retain the right to amend, modify or annul any of the restrictions detailed herein or on the Plat by a written instrument to be recorded in the Office of the Recorder of Deeds, Champaign County, Illinois. 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. 3 (f), 4, 5, 12, 14, 15, 17, 20, 21, 22, 24, 25, 27, 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.

23. Developer Right to Assess, Convey Interest and Common Areas, etc. Until such time as the Developer assigns its rights, duties, and obligations to the Association, as provided herein, the Developer shall be empowered to assess each individual Lot for said Lot Owner's proportionate share of the annual costs of maintenance of common areas and operational costs (with a reasonable reserve). The assessment against each Lot in the Subdivision shall be in equal amounts regardless of a Lot's size. The amount of the annual assessment charged to each Lot Owner by the Developer may not exceed the sum of \$150.00 per year, adjusted for inflation. The Developer shall have the same rights afforded the Association provided in Section 24 herein to collect assessments, including the right to record a lien on Lots for which Lot Owners have failed to pay assessments.

Developer shall have the right to sell, assign, transfer, or convey all of the rights of Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds, Champaign County. Developer may, from time to time, appoint a designated agent to act for Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative. Upon the formation of the Association and the recording of written authorization from Developer, all rights, duties, and obligations of Developer herein contained shall be transferred to the Association unless certain rights are specifically retained. Until the sale of one hundred percent (100%) of the Lots, Developer, in such written

transfer of rights, duties, and obligations may retain specific rights, including, without limitation, the right to approve construction plans and grant extensions for commencement of construction. Upon the sale of all Lots in the Subdivision, such transfer of all such rights, duties and obligations set forth in these restrictions to the Association shall be automatic.

The Developer 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, provided said property is within the jurisdictional boundaries of such municipal government or park district.

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 12 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 1062 and all other common areas in Prairie Fields 12 Subdivision shall be conveyed by the Developer to the Homeowners Association after recording of the plat of subdivision for Prairie Fields 12 Subdivision, and the Homeowners Association shall be responsible for maintaining such common areas. The costs of maintaining detention basins and common areas 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 and common areas. Assessments for each lot within Prairie Fields 12 Subdivision shall be a flat fee based on the total assessment attributable to Prairie Fields 12 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 events 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 having 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 was recorded December 15, 1995, as Document #95R27344; and amended by Amendment to Annexation Agreement recorded January 9, 2008 as Document #2008R00549. 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 12 Subdivision and to the Prairie Fields Homeowners' Association. Specifically, the reduced minimum lot size of 6,600 square feet, minimum lot width of 55 feet, and minimum side yards of 7 feet shall only apply to Lots used for single family dwellings.

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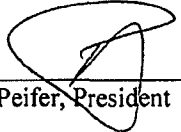
IN WITNESS WHEREOF, this instrument has been executed on this 2nd day of October, 2008.

OWNER:

S&I Developers LLC,
an Illinois limited liability company

Ironwood Homes, Inc., an Illinois corporation,
its sole manager

By:

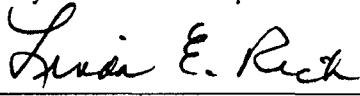


Randall Peifer, President

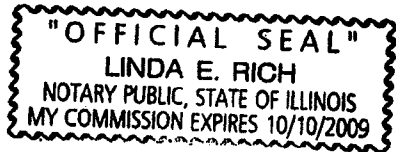
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for the County and State written above, DO HEREBY CERTIFY that Randall Peifer, personally known to me to be the President of Ironwood Homes, Inc., an Illinois corporation, sole manager of S&I Developers, an Illinois limited liability company, 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 he signed, sealed and delivered this instrument as his free and voluntary act as vice president of the sole manager of the limited liability company, for the uses and purposes shown in the document and that he was authorized to execute this document by the referenced corporation as sole manager of the limited liability company.

Dated: 10/2/08



Notary Public



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 12 SUBDIVISION
ADDITION TO THE VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

PIN: RY2004: 03-20-36-400-036
RY 2004 – 2007: 03-20-36-400-038

RY 2004: 03-20-36-400-036
RY 2005: 03-20-36-400-039
RY 2006: 03-20-36-400-042
RY 2007: 03-20-36-400-050

Given under my hand and seal this 4th day of September, 2008.

Mark Sheld
County Clerk of Champaign County

(SEAL)

EXHIBIT A

PRAIRIE FIELDS 12 LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 919A OF PRAIRIE FIELDS 9 SUBDIVISION, RECORDED AS DOCUMENT NO. 2004R30231 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER. FROM SAID POINT OF BEGINNING, THENCE SOUTH 00-40'-21" WEST 610.82 FEET ALONG THE WEST LINE OF LOT 919A, THE WEST LINE OF DROPSEED DRIVE, THE WEST LINE OF LOT 946B, THE WEST LINE OF 947A, THE WEST LINE OF GENTIAN STREET, AND THE WEST LINE OF LOT 974B, ALL IN SAID PRAIRIE FIELDS 9 SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 974B, SAID POINT ALSO BEING ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1100 OF THE COURTYARDS PHASE 1, RECORDED AS DOCUMENT NO. 2004R37946 IN SAID RECORDER'S OFFICE; THENCE NORTH 89-19'-39" WEST 720.73 FEET ALONG SAID EASTERLY EXTENSION, ALONG SAID NORTH LINE AND ALONG THE WESTERLY EXTENSION OF SAID NORTH LINE; THENCE NORTH 00-20'-15" EAST 614.64 FEET; THENCE SOUTH 89-01-34" EAST 724.33 FEET TO THE POINT OF BEGINNING, CONTAINING 10.16 ACRES, MORE OR LESS, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.



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 general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments levied against the following described real estate, to-wit:

PRAIRIE FIELDS 12 SUBDIVISION
ADDITION TO THE VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS
See attached Exhibit A – Legal Description

PIN: RY2004: 03-20-36-400-036
RY2004 – 2007: 03-20-36-400-038

RY2004: 03-20-36-400-036
RY2005: 03-20-36-400-039
RY2006: 03-20-36-400-042
RY2007: 03-20-36-400-050

Given under my hand and seal this 7th day of October 2008.

C. David Well, Treasurer, Village of Savoy
Champaign County, Illinois

(SEAL)



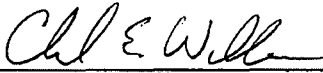
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SURVEYOR'S STATEMENT TO RECORDER OF DEEDS

I, Chad E. Wallace, Illinois Professional Land Surveyor No. 3521, hereby state that I have prepared a plat of "Prairie Fields 12 Subdivision" in Champaign County, Illinois. I authorize the Village of Savoy to act as my agent in presenting this plat to the Champaign County Recorder for recording.



Chad E. Wallace
FARNSWORTH GROUP, INC.
Illinois Professional Land Surveyor No. 3521
September 17, 2008

