

2004R37946

RECORDED ON

12/06/2004 11:25:51AM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 88.00

REV FEE:

PAGES: 28

PLAT ACT:

PLAT PAGE: 1

The Courtyards Phase I

Date: 11/3/04

Instrument: Plat

Description: SE 1/4 + Part of SW 1/4 of 36-19-8E

Return to: Village of Savoy 359-5894

Fee: _____

21

2004R37946

RECORDED ON

12/06/2004 11:25:51AM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 88.00

REV FEE:

PAGES: 26

PLAT ACT:

PLAT PAGE: 1

Prepared by:
Kelly E. Ford
Lietz Banner Ford LLP
1605 S. State St., Ste. 103
Champaign, IL 61820
(217) 353-4900

Above Space for Recorder's Use Only

**THE COURTYARDS PHASE I SUBDIVISION
OWNER'S CERTIFICATE AND
RESTRICTIVE COVENANTS**

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

Signature Construction, Inc., an Illinois corporation, 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, 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 October 7, 2004, said subdivision to be known as The Courtyards Phase I 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 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 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.

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.

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.

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

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

Building Site: A portion of Lot 1100 upon which one condominium dwelling may be constructed.

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.

Condominium Dwelling: A dwelling on any building site on Lot 1100 containing one or more dwelling units, which shall be organized as a condominium pursuant to applicable Illinois law.

Developer: The developer is Signature Construction, Inc., its successors or assigns, having a principal office at #7 Dunlap Ct., Savoy, IL 61874.

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.

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

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

Owner: The owner of Lot 1100 of The Courtyards Phase I Subdivision, including all owners of condominium dwelling units once Lot 1100 is organized as a condominium pursuant to applicable Illinois law.

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

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

AREA OF APPLICATION

The following covenants, in their entirety, shall apply to Lot 1100 of **THE COURTYARDS PHASE I 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 condominium dwelling, not to exceed two (2) stories in height, and a private garage for not less than one (1) nor more than two (2) cars per dwelling unit.

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:

Randy Peifer
#7 Dunlap Court
Savoy, IL 61874

Steve Meid
#7 Dunlap Court
Savoy, IL 61874

William Peifer
#7 Dunlap Court
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 The Courtyards Phase I 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 The Courtyards Phase I 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: The size of each dwelling unit in a condominium dwelling shall be as approved by the Architectural Committee.. 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. 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. Condominium Dwelling Construction Requirements and Easements: 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 condominium dwelling to its respective lot line. Said sanitary sewer easements are for the benefit of the Urbana-Champaign Sanitary District, its successors and assigns, and the Condominium Association to be formed when the subject property is platted as a condominium pursuant to applicable Illinois law, for purposes of repair, maintenance, and replacement of sanitary sewer improvements.

7. Landscaping: The landscaping for each phase containing a condominium dwelling shall be implemented as approved by the Architectural Committee.

8. 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 condominium dwellings; 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.

9. 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.

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 owner fails to

comply with the provisions of this paragraph 13, the Prairie Fields Homeowners' Association may give said owner written notice requesting cure of said violation. In the event the 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 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. This paragraph intentionally deleted.

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 owner fails to comply with the provisions of this paragraph 14, the Prairie Fields Homeowners' Association may give said owner written notice requesting cure of said violation. In the event the 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 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 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.

18. Sidewalks and Driveways: The Owner of Lot 1100 shall repair and maintain in good condition the sidewalk to be located along Old Church Road until such time as the responsibility for repair and maintenance has been accepted by public authorities. Until such acceptance by public authorities, the owner of Lot 1100 shall repair or replace such sidewalk if it is defective 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 Committee, provided such alternative surfaces must comply with Village of Savoy ordinances.

All interior sidewalks, except the public sidewalk located along Old Church Road, shall be private sidewalks. These private sidewalks and private driveways shall be maintained by the condominium association formed by the Developer. Until such time, the Owner and the owners of condominium units, if any, shall maintain such private sidewalks and private driveways.

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 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 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: Until the sale of all condominium units constructed on Lot 1100, the Developer shall have the sole 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. After the sale of 100% of the condominium units, the condominium association shall be considered the owner of legal title of record to Lot 1100 of this Courtyards Phase 1 subdivision and shall have the authority to release or amend all or any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth; provided, however, that the written consent is given by the owners of legal title or record of 75% of the lots in Prairie Fields Subdivisions. Notwithstanding the foregoing, paragraphs nos. 4, 5, 6, 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.

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 owner. The owners of Lot 1100 in The Courtyards Phase I 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. 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. The assessment for Lot 1100 of The Courtyards Phase I Subdivision shall be a flat fee based on the total assessment attributable to The Courtyards Phase I Subdivision. The owners of Lot 1100 shall be subject to and share 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 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 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 owners, the Architectural Control Committee may direct the owner to immediately cease and desist using the contractors or subcontractors causing said disruption and the owners shall promptly comply with such direction. Failure by such owner to comply shall entitle the Architectural Committee to a preliminary restraining order and an injunction restraining the owner from continuing construction until the disruptions are remedied by the owner and such contractors and subcontractors.

27. Hazardous Waste: No owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective 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.

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 owners have actual knowledge. If the 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 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 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 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 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 owners of The Courtyards Phase I Subdivision and to the Prairie Fields Homeowners' Association.

30. Private Drive:

(a) Ingress and egress to Lot 1100 shall be by private drive ("Private Drive") which shall be built to material and testing standards of the Village of Savoy, including Portland cement at least six inches (6") thick and twenty-two feet (22') wide. The Private Drive shall be maintained by the condominium association to be established pursuant to Illinois condominium law, which will include the owners of all condominium dwellings provided herein.

(b) Neither the owner(s) nor their guests, licensees, or invitees shall park on the Private Drive. The Owner shall take reasonable steps to cause any such parked vehicles to be removed if any officer of the Board of Directors of the condominium association reasonably believes, or if notified by the Village of Savoy, that such parked vehicles impede access of firefighting equipment upon the Private Drive. The Village of Savoy shall be authorized to cause any vehicles parked on the Private Drive to be moved and/or towed at the vehicle owner's expense, if such vehicle, in the opinion of the party acting on behalf of the Village of Savoy, interferes with, impedes, or jeopardizes access of firefighting or other emergency vehicles to service the residents of the Village of Savoy.

The Owner(s) shall cause the condominium declaration to include the provisions of the foregoing subparagraphs 30 (a) and (b) substantially verbatim, which shall be amended only with the written consent of the Village of Savoy.

IN WITNESS WHEREOF, said Owner has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice-President, and attested by its Assistant Secretary, this 19th day of November, 2004.


OWNER:

Signature Construction, Inc.,
an Illinois corporation

By:


William Peifer, Vice-President

Attest:


Kelly E. Ford, Assistant Secretary

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 William Peifer and Kelly E. Ford, personally known to me to be the Vice-President and Assistant Secretary of Signature Construction, Inc., an Illinois corporation, and also known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act of the corporation, for the uses and purposes shown in the document and they were authorized to execute this document by the board of directors of the corporation.

IN WITNESS executed WHEREOF, this instrument has been on this 19th day of November, 2004.

Dated 11-19-04, 2004


Notary Public



EXHIBIT A

COURTYARDS PHASE 1 LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST 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 PRAIRIE FIELDS 8 SUBDIVISION, RECORDED AS DOCUMENT NO. 2003R09410 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, THENCE NORTH 89°-01'-34" WEST 1,050.01 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE CONTINUE NORTH 89°-01'-34" WEST 236.46 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°-56'-50" WEST 79.29 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°-40'-21" EAST 677.24 FEET; THENCE SOUTH 89°-19'-39" EAST 315.75 FEET; THENCE SOUTH 00°-40'-21" WEST 679.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4.92 ACRES, MORE OR LESS, SITUATED IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

**SUBDIVIDER'S BOND
THE COURTYARDS PHASE 1 SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Signature Construction, Inc.**, an Illinois corporation, hereinafter referred to herein as "Principal", is held and firmly bound unto the **PEOPLE OF THE VILLAGE OF SAVOY, ILLINOIS**, in the penal sum of **Forty-six thousand ninety-four dollars 40/100 DOLLARS (\$46,094.40)** lawful money of the United States, for the payment of which the undersigned and its successors and assigns by these presents are firmly bound.

The condition of this obligation is such that if the said Principal satisfactorily completes the construction of the improvements shown on the Plat and the Plans and Specifications with regard to The Courtyards Phase 1 Subdivision within a period of two (2) years from the date hereof, in accordance with the approved Plat, Plans and Specifications for said Subdivision and in accordance with all applicable ordinances, codes, and resolutions of the Village of Savoy in effect as of the date of execution of this Subdivider's Bond, said satisfactory completion as evidenced by the written approval of the Village of Savoy's Engineer, which written approval shall not be unreasonably withheld, and repairs any damage to the same caused by faulty materials or workmanship within a period of one (1) year after the final inspection and conditional acceptance of said improvements by the Village of Savoy, Illinois, then this obligation is to be void and of no effect; otherwise, to remain in full force and effect.


The undersigned Principal does hereby agree that in the event an action for damages for performance is started by the Village of Savoy, Illinois, that the question of consideration and bondable interest of the Village shall not be raised as a defense, but on the contrary, the undersigned Principal does hereby, by these presents, agree that the Village has a bondable interest in the construction of the improvements shown on the Plat and in the Plans and Specifications of The Courtyards Phase 1 Subdivision.

This Bond shall be secured by an Irrevocable Letter of Credit issued by Heartland Bank and Trust Company, Bloomington, Illinois, in a sum not less than **Forty-six thousand ninety-four dollars 40/100 DOLLARS (\$46,094.40)**. If the Letter of Credit expires before the expiration of the term of this Bond, the Principal shall furnish other security satisfactory to the Village of Savoy, or shall have a new (or successive) Irrevocable Letter of Credit issued in said amount in form satisfactory to the Village.


Dated this 19th day of November, 2004.

Signature Construction, Inc.,
an Illinois corporation

By:


William Peifer, Vice-President

Attest:


Kelly E. Ford, Assistant Secretary

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 William Peifer and Kelly E. Ford, personally known to me to be the Vice-President and Assistant Secretary of Signature Construction, Inc., an Illinois corporation, and also known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act of the corporation, for the uses and purposes shown in the document and they were authorized to execute this document by the board of directors of the corporation.

IN WITNESS executed WHEREOF, this instrument has been on this 19th day of November, 2004.

Dated: November 19, 2004


Notary Public



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:

THE COURTYARDS 1 SUBDIVISION
ADDITION TO THE VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

PIN: Part of: 03-20-36-400-011 (2000, 2001, 2002)
Part of: 03-20-36-400-024 (2003)

Given under my hand and seal this 25th day of October, 2004.



Treasurer, Village of Savoy
Champaign County, Illinois

(SEAL)



EXHIBIT A

COURTYARDS PHASE 1 LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST 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 PRAIRIE FIELDS 8 SUBDIVISION, RECORDED AS DOCUMENT NO. 2003R09410 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, THENCE NORTH 89°-01'-34" WEST 1,050.01 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE CONTINUE NORTH 89°-01'-34" WEST 236.46 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°-56'-50" WEST 79.29 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°-40'-21" EAST 677.24 FEET; THENCE SOUTH 89°-19'-39" EAST 315.75 FEET; THENCE SOUTH 00°-40'-21" WEST 679.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4.92 ACRES, MORE OR LESS, SITUATED IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

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:

THE COURTYARDS 1 SUBDIVISION
ADDITION TO THE VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

PIN: Part of: 03-20-36-400-011 (2000, 2001, 2002)
 Part of: 03-20-36-400-024 (2003)

Given under my hand and seal this 19th day of October, 2004.

Mark Shelden
County Clerk of Champaign County

(SEAL)



EXHIBIT A

COURTYARDS PHASE 1 LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST 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 PRAIRIE FIELDS 8 SUBDIVISION, RECORDED AS DOCUMENT NO. 2003R09410 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, THENCE NORTH 89°-01'-34" WEST 1,050.01 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE CONTINUE NORTH 89°-01'-34" WEST 236.46 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°-56'-50" WEST 79.29 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°-40'-21" EAST 677.24 FEET; THENCE SOUTH 89°-19'-39" EAST 315.75 FEET; THENCE SOUTH 00°-40'-21" WEST 679.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4.92 ACRES, MORE OR LESS, SITUATED IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

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 "The Courtyards Phase 1" in the Village of Savoy, Champaign County, Illinois. I hereby authorize either the Village of Savoy or 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
October 7, 2004



RECORDED ON

12/06/2004 11:25:51AM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 88.00

REV FEE:

PAGES: 26

PLAT ACT:

PLAT PAGE: 1

GRANT OF EASEMENT

The undersigned, First Busey Trust & Investment Co., as Trustee under the Last Will & Testament of George I. Maxwell, deceased, and Donald L. Maxwell, of Champaign County, Illinois, (herein collectively referred to as the "Grantors") for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the Village of Savoy and Urbana-Champaign Sanitary District, ("Grantees"), their successors and assigns, the perpetual right and easement to construct, maintain, replace, repair, and service an underground sanitary sewer line in, on, over, under, and through certain property owned by Grantors, situated in the County of Champaign, State of Illinois, legally described as follows:

See attached Exhibit B.

Together with the perpetual right of ingress to, and egress from contiguous property owned by Grantors for the exercise of the rights herein granted, and the right to trim or remove such trees, shrubs, bushes, roots, and other obstacles as may interfere with the safe, proper and expeditious laying, operations, maintenance, repair, alteration, removal and relaying of said line, lines, or other part thereof without further payment therefore, except as herein after provided.

Grantors shall have and retain all rights to the use and occupation of the real estate, except as expressly granted and provided for herein, and such use and occupation by the Grantors shall not be unnecessarily interfered with by Grantees; provided, Grantors shall not construct, place, or erect any building or structures within the easement area without the written consent of Grantees.

Grantees shall repair any damage to property of Grantors by the laying, construction, reconstruction, operation, maintenance, renewal or removal of said line, except damages to trees, shrubs, bushes, roots, or any other obstacles caused by trimming or removal.

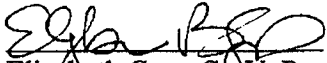
The parties hereto shall conform to the requirements of all applicable laws, regulations, and ordinances applicable to the construction and use of such drainage appurtenances.

This grant shall constitute a covenant which runs with the land, and shall be binding upon the heirs, successors, administrators and assigns of the undersigned.

Dated this 16 day of November, 2004.

GRANTORS:

First Busey Trust & Investment Co.

By: 
Elizabeth Czys, Sr. V. President

Trustee under the Last Will and Testament of
George I. Maxwell, deceased

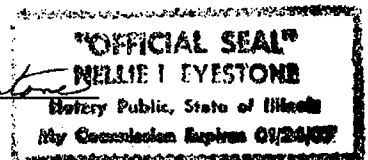

Donald Maxwell

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY, that Elizabeth Czys, Sr. Vice President and Trust Officer for First Busey
Trust & Investment Co., Trustee under the Last Will and Testament of George I. Maxwell,
deceased, and Donald Maxwell, all personally known to me to be the same persons whose names
are subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as their free and
voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 16th day of November, 2004.


Notary Public



Prepared by: Kelly E. Ford/Lietz Banner Ford LLP/1605 S. State, Suite 103, Champaign, IL
61820

Return to:

J:\Data\KEF\Client\PEIFER\SIGNATURECONST\The Courtyards\Phase 1\EASEMENTMaxwell.DOC

Exhibit "B"

Description of Offsite Utility Easement from Don Maxwell

Part of the Southeast Quarter and part of the Southwest 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 Lot 947A in Prairie Fields 9 Subdivision, recorded as Document No. 2004R30231 in the Office of the Champaign County Recorder; thence north $00^{\circ}-40'-21''$ east 25.00 feet along the West Line of said Lot 947A; thence north $89^{\circ}-19'-39''$ west 132.00 feet to the Point of Beginning. From said Point of Beginning, thence south $00^{\circ}-40'-21''$ west 210.00 feet; thence north $89^{\circ}-19'-39''$ west 218.75 feet; thence north $00^{\circ}-40'-21''$ east 15.00 feet; thence south $89^{\circ}-19'-39''$ east 213.75 feet; thence north $00^{\circ}-40'-20''$ east 195.00 feet; thence south $89^{\circ}-19'-39''$ east 5.00 feet to the Point of Beginning, containing 0.10 acre, more or less, situated in the Village of Savoy, Champaign County, Illinois.

Prepared by:
Farnsworth Group
1819 S. Neil Street Suite F
Champaign, Illinois 61820
Phone: (217) 352-7408

PRAIRIE FIELDS SUBDIVISION SAVOY, ILLINOIS
SKETCH OF EXHIBIT "B"

CT No: 104607
 No: _____
 n by: CDG
 owed: _____
 10.23.04

SHEET 1 OF 1

