

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

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11-06-2003 4:02:07

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC. FEE: 29.00
REV FEE:
PAGES: 8
PLAT ACT: 0
PLAT PAGE:

**FIRST AMENDMENT TO SAWGRASS SUBDIVISION, PHASE NO. 1
OWNER'S CERTIFICATE AND DEDICATION**

This First Amendment to Sawgrass Subdivision, Phase No. 1 Owner's Certificate and Dedication made this 3rd day of October, 2003 by Clinton C. Atkins (the "Developer") and the other signatories hereto (the "Other Lot Owners") modifies the Sawgrass Subdivision, Phase No. 1 Owner's Certificate and Dedication executed by the Developer on May 8, 2003 and recorded on May 21, 2003 in the Office of the Champaign County Recorder as Document 2003R21562 (the "Owner's Certificate").

WHEREAS, as of the date and year first written above, the Developer and the Other Lot Owners own all of the Lots in Sawgrass Subdivision, Phase No. 1; and

WHEREAS, the Owner's Certificate did not provide for an exclusive easement for telephone and communications equipment and did not make adequate provision for subsequent Homeowners Associations in other Phases of Sawgrass Subdivision or for Area Homeowners Associations; and

WHEREAS, the Developer and the Other Lot Owners now desire to amend the Owner's Certificate to address the foregoing matters;

NOW, THEREFORE, the Developer and the Other Lot Owners, as the owners of the real estate hereinbefore described, and for the purposes above set forth, **DECLARE AS FOLLOWS:**

1. Developer and the Other Lot Owners hereby dedicate to Illinois Bell Telephone Company, aka AMERITECH ILLINOIS (the "Grantee") an exclusive easement on and over the land described as:

The West 30 feet of the North 25 Feet of Lot 218 of Sawgrass Subdivision Phase I, as Recorded as Document 2003 R 21562 on May 21, 2003 in the Office of the Champaign County, Illinois Recorder of Deeds.

to construct, reconstruct, add to, remove, operate and maintain communication systems consisting of such wires, cables, conduits, terminals, telephone equipment cabinet, manholes and other fixtures (except poles) as the Grantee may from time to time require for the purpose of telecommunications, together with the right of access to the easement described herein. Grantee shall indemnify and save harmless the owners of said property from any and all damages to said property or persons by reason of the location, construction, installation or maintenance of Grantee's equipment on said property. Topsoil removed during the construction process shall be stock-piled separately and shall be used to restore the easement area. Grantee shall sod or reseed the surface disturbed by the construction or maintenance of said equipment to its condition immediately prior to the construction. Grantee agrees to maintain the surface of the easement and any facilities placed thereon in a clean and slightly condition.

2. Paragraph 2 of the Owner's Certificate is hereby deleted in its entirety and replaced with the following:

2. Allowable Dwelling Structures, Lots 141 and 142 and 167-216 (Lots 141 and 142, 167-188 shall be "Area 2"; Lots 189-201 shall be "Area 3"; and Lots 202-216 shall be "Area 4"):

(1) No dwelling structure shall be erected, placed or permitted to remain on any such lot other than zero lot line dwelling unit(s) constructed with a party wall with the zero lot line dwelling unit(s) on the adjacent lot(s).

(2) No dwelling shall exceed two stories in height above grade.

(3) All single story dwellings shall have a minimum of 1,200 square feet. All two story dwellings shall have a minimum of 1,400 square feet total.

(4) All dwellings may be constructed on a basement or crawl space, or slab.

(5) No bi-level, split foyer or raised ranch style dwellings are allowed.

(6) All roofs shall have architectural grade shingles.

(7) Each dwelling shall have at least a two-car garage, except that dwellings constructed on Lots 189-201 inclusive shall have a single-car garage.

(8) The color of each dwelling must be pre-approved by the Architectural Committee.

3. Mark E. Dixon shall replace Kenneth L. Bilger as a member of the initial Architectural Control Committee as set forth in Paragraph 4.

4. Paragraph 27 is hereby deleted in its entirety and replaced with the following:

Homeowner's Associations: Each owner of a lot in Sawgrass Subdivision, Phase No. 1 and in any subsequent Phases of Sawgrass Subdivision shall accept and maintain membership in the Sawgrass Subdivision Homeowner's Association and shall be bound by the reasonable rules and regulations of the Association and shall pay all assessments of the Association as determined in accordance with its Articles of Incorporation, By-Laws and these Declaration of Covenants and Restrictions and each said owner does hereby agree to pay such assessments by accepting conveyance of a deed to the lot. All future additions or phases of the Sawgrass Subdivision shall provide for each lot owner to become a member of the Association. Such future additions shall be assessed on a pro rata basis from the date of the recording of the final plat of the addition.

It is contemplated that developers with respect to the Areas set forth above may establish separate Area Homeowner's Associations. In addition to the Sawgrass Subdivision Homeowner's Association, each owner of a lot within each Area shall accept and maintain membership in any Area Homeowner's Association which may be established for that Area. Such owners shall further be bound by such Association's reasonable rules and regulations and shall pay all assessments of such Association as determined in accordance with its own Articles of Incorporation and By-Laws and these Declaration of Covenants and Restrictions and each said owner does hereby agree to pay such assessments by accepting conveyances of a deed to the lot.

It is acknowledged that Areas 2, 3 and 4 will be developed with two (2) or more units on each lot. The assessment for Sawgrass Subdivision Homeowner's Association for such units shall be determined by dividing the per lot assessment by the number of units per lot.

A majority of owners of lots within each Area may amend these restrictions for such Area by a written amendment which shall be effective upon recording, except that no amendment of Section 1 or Section 2 shall be effective unless also consented to in writing by a majority of the Architectural Control Committee.

The Developer shall exercise the authority of the Board of Directors of the Sawgrass Homeowner's Association until such time as the Developer in his sole

discretion, adopts bylaws and designates a first Board; thereafter, the Board of Directors of the Association shall consist of those persons duly elected as provided in the bylaws.

Except as specifically modified hereby, the Developer and the Other Lot Owners affirm in its entirety the Owner's Certificate.

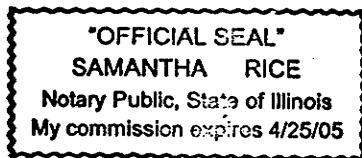
IN WITNESS WHEREOF, this First Amendment is made as of the day and year first written above.


CLINTON C. ATKINS

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

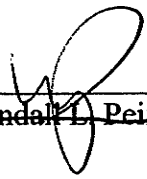
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Clinton C. Atkins, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of October, 2003.




Notary Public

Signature Construction, Inc.

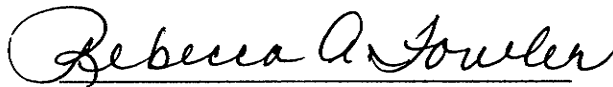
By: 
~~Randall L. Peifer, President~~ *William Peifer,*

Vice President

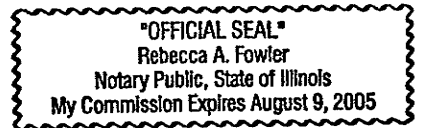
STATE OF ILLINOIS)
)SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do hereby certify that ~~Randall L. Peifer~~, personally known to me to be the ^{*William*} ~~President~~ ^{*Rice*} of Signature Construction, Inc., appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

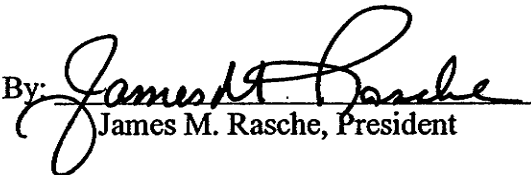
GIVEN under my hand and Notarial Seal this 29th day of October, 2003.



Notary Public



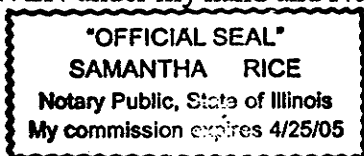
Rasche Homes, Inc.

By: 
James M. Rasche, President

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 James M. Rasche, personally known to me to be the President of Rasche Homes, Inc., appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of October, 2003.




Notary Public

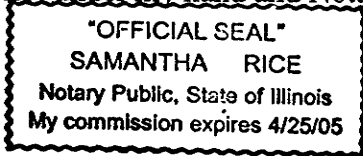
Armstrong Construction of Champaign, Inc.,
an Illinois corporation

By: *Paul L. Phillips*
Paul L. Phillips, Secretary

STATE OF ILLINOIS)
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I, the undersigned, a Notary Public in and for said County and State aforesaid, Do hereby certify that Paul L. Phillips personally known to me to be the Secretary of Armstrong Construction of Champaign, Inc., an Illinois corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of October, 2003.



Samantha Rice
Notary Public

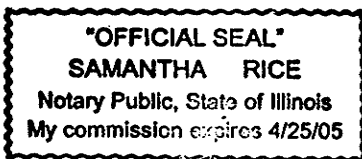
Web Construction Company

By: *Brent Wright - AGENT*
~~Edward P. Brady, President~~
BRENT WRIGHT - V.P. SALES/MKTING

STATE OF ILLINOIS)
)SS
COUNTY OF CHAMPAIGN)

BRENT WRIGHT *VICE-PRESIDENT, SALES/MARKETING*
I, the undersigned, a Notary Public in and for said County and State aforesaid, Do hereby certify that ~~Edward P. Brady~~, personally known to me to be the ~~President~~ of Web Construction Company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of October, 2003.



Samantha Rice
Notary Public

This Instrument Prepared by and After Recording Return To:

**Francis J. Jahn
MEYER CAPEL, A PROFESSIONAL CORPORATION
306 West Church Street
P.O. Box 6750
Champaign, IL 61826-6750**