

2003R21562

RECORDED ON

05-21-2003 10:48:26

CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

REC. FEE: 82.00  
REV FEE:  
PAGES: 20  
PLAT ACT:  
PLAT PAGE: 1

Sawgrass Sub, Phase 1

Date: 2-3-03

Instrument: Plat

Description: NW 1/4 9-19-8

Return to: HDC 352-6976

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





2003R21562

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF CHAMPAIGN)

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05-21-2003 10:48:26

CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

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

REC. FEE: 82.00  
REV FEE:  
PAGES: 20  
PLAT ACT:  
PLAT PAGE: 1

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CLINTON C. ATKINS, being the owner/developer of the real estate described on Exhibit A, attached hereto and incorporated herein by this reference and as shown in the annexed plat and described in the Surveyor's Certificate thereunto attached has caused the said described real estate to be surveyed and platted by William E. Sheridan, Illinois Professional Land Surveyor No. 2031, Champaign, Illinois, in the manner shown on said Plat, as a subdivision to be perpetually known as Sawgrass Subdivision, Phase No. 1, Champaign County, Illinois, and does hereby dedicate to the City of Champaign, Champaign County, Illinois for the use of the public forever the areas of the tract, including sub-surface, surface and airspace under, on and over such tracts, shown on the plat as streets, roads, avenues, drives, boulevards, highways crosswalks and alleys (collectively "right-of-way"), respectively, with the right to use, construct, maintain, repair, operate and occupy said right-of-way for vehicular, pedestrian and other transportation purposes and right-of-way purposes, and utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, electricity, gas, telephone, cable television or any other use the public entity in whose jurisdiction the right-of-way lies shall deem to be necessary or useful to the public. The public entity with jurisdiction on behalf of the public shall have the right to maintain said right-of-way free from buildings, fences, structures or any obstructions of any kind whatsoever. No person shall obstruct said right-of-way unless the public entity with authority to do so otherwise authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located. The streets, avenues, drives, roads, highway and boulevards shall bear the respective names as shown on the plat subject to the right of the public entity with appropriate authority to change said name as provided by law.

Owner hereby dedicates to the City of Champaign, Champaign County, Illinois, for the use of the public forever the easements shown on the plat for use by utilities for utility purposes including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television or any other such use that the public entity in whose jurisdiction the easement lies shall deem to be a utility. Such public entity 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. No person shall obstruct said easement unless the public 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 the result of use of the easement for utility purposes. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

Owner hereby dedicates to the City of Champaign, Champaign County, Illinois, for the use of the public forever the easements shown as drainage easement or drainage ways or facilities for storm water drainage purposes including but not limited to constructing, using, operating, maintaining, repairing or reconstructing storm water drainage detention, retention, inlet or outlet facilities or any combination thereof and including the right to place spoil from drainage facilities on the same and to maintain said easement free from any building, fences, structures, and obstruction whatsoever.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Surveyor's Certificate shall, by adopting the description of said platted land as Sawgrass Subdivision, Phase No. 1 be taken and understood as incorporating in all such conveyances, without repeating the same, the following covenants as being applicable to each tract of land described in said Surveyor's Certificate, and to all lots in the subdivision unless otherwise stated.

#### DECLARATION OF COVENANTS AND RESTRICTIONS

It is Developer's intention to create in Sawgrass Subdivision, Phase No. 1 distinct areas, each with its own homeowner's association, and each with the power to amend certain provisions of these

covenants and restrictions within such areas and the creation of a homeowner's association which will govern matters affecting all owners within Sawgrass Subdivision, Phase No. 1.

1. Allowable Dwelling Structure, Lots 100-140 and 143-166 ("Area 1"):

(1) No dwelling structure shall be erected, placed or permitted to remain on any such lot other than one detached single family dwelling occupied exclusively by a single family.

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

(3) All single story dwellings shall have a minimum of 1,300 square feet. All two story dwellings shall have a minimum of 1,700 square feet. The floor area of the garage, porches and basement (if any) shall not be included when calculating the minimum square footage requirement.

(4) All dwellings may be constructed on a basement, 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.

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

2. Allowable Dwelling Structures, Lots 141 and 142 and 167-216 (Lots 141 and 142, 167-190 shall be "Area 2"; Lots 191-203 shall be "Area 3"; and Lots 204-216 shall be "Area 4"; and portions thereof to accommodate zero lot line dwelling units):

(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.

(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, 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.

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

3. Zero Lot Line Dwelling Units:

(1) Party Walls: All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two adjacent zero lot line dwelling unit shall at all times be considered party walls, and each of the owners of lots upon which any such party wall shall stand shall have the right to use said party wall below and above the surface of the ground and along the whole length or of any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:

(1) No lot owner or any successor in interest shall have the right to extend said party wall in any manner, either in length, height, or thickness without the express written consent of the adjacent lot owner who shares that party wall.

(2) In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the lot owner of any lot which abuts such party wall shall have the right to repair or rebuild such wall and the lot owner of each lot which abuts such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

(3) The foregoing provisions of this article notwithstanding any lot owner or other interested party shall retain the right to receive a larger contribution from another or other under any rule of law regarding liability for negligent or willful acts or omissions.

(4) In the event of damage or destruction by fire or other casualty of any dwelling unit or any portion thereof, the lot owner on which the damaged or destroyed dwelling unit is located shall, within a reasonable time after such damage or destruction, repair or rebuild the same

in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such dwelling unit, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the dwelling unit which remains standing as a part of such zero lot line dwelling unit structure and is not required to be rebuilt. In the event of the total or substantial destruction of two or more dwelling units in a zero lot line dwelling unit structure, the architectural design of the exterior of the zero lot line dwelling unit structure to be rebuilt and the materials to be used shall be substantially similar to the original zero lot line dwelling unit unless a change in design or materials is submitted by the owners of the adjacent lots to the Architectural Committee and such change is approved by the Architectural Committee.

(5) In the event that any owner shall fail, after a reasonable time following the damage or destruction referred to in Paragraph 3(a)(4), to perform the necessary repair or rebuilding, the owner(s) of the remainder of the zero lot line dwelling unit and/or the applicable owner's association shall, in the manner described in Paragraph 3(c) of these covenants, be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as may be chosen by such lot owner or such applicable owner's association. Such persons or corporation who paid for such repairs shall have and are hereby given a continuing lien on that lot on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:

- (1) The cost of such repairs or rebuilding; and,
- (2) Interest at the prime rate as shown under "Money Rates" in The Wall Street Journal in effect from time to time from the date of payment of such costs; and,
- (3) Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith,

which lien shall bind the lot owner of the repaired or rebuilt unit, his/her heirs, devisees, personal representatives, grantees, and assignees. Further, in the event such lot owner does not make prompt payment in the full amount of such claim, the lot owner and/or the applicable owner's association so repairing or rebuilding said dwelling unit shall have the right to foreclose such lien as permitted by Illinois Law. The lien described in this subsection shall be subordinate to the lien of any prior

trust, deed, mortgage, or mortgages now or hereafter placed upon the lot prior to such repair or rebuilding.

(2) Insurance:

(1) Every lot owner shall, together with the other lot owners in a zero lot line dwelling unit structure, mutually purchase and maintain in effect a single insurance policy insuring the zero lot line dwelling unit structure for the full insurable replacement cost thereof against loss by fire or other casualty ("replacement cost" shall include the cost of removing the portion of the zero lot line dwelling unit structure that was damaged or destroyed). All of the lot owners and their respective mortgagees shall be named as insureds under the policy. Each lot owner shall pay his pro-rata share of the insurance premium cost as based upon the relative value of each lot and dwelling unit. In the event of the failure or refusal of any lot owner to pay his/her share of such cost, the other lot owner(s) in such zero lot line dwelling unit structures may pay the same and shall have a lien and cause of action against such defaulting lot owner(s) together with interest, costs, and expenses as provided in the preceding sub-paragraph 3(a)(5).

(2) In the event a single insurance policy is not available, each lot owner shall at all times keep his/her respective dwelling unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other lot owners of the zero lot line dwelling unit structure as additional insureds under the policy for the purpose of providing funds in those cases in which the lot owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss ("replacement cost" shall include the cost of removing that portion of the zero lot line dwelling unit structure that was damaged or destroyed). Each lot owner shall upon request from another lot owner in the same zero lot line dwelling unit structure deliver to said other lot owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.

(3) Each lot owner shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any dwelling unit which will increase the premium rate of insurance on the zero lot line dwelling unit structure applicable for residential use. No lot owner shall permit anything to be done or kept upon his/her premises which would result in the cancellation of insurance on the zero lot line dwelling unit structure or any part thereof, or which would be in violation of law.

(3) Common Repairs and Maintenance: The lot owners of each zero lot line dwelling unit structure shall be responsible for the common maintenance and repair of each such zero lot line dwelling unit structure, including roof, structure, exterior surfaces, foundations, gutters and downspouts.

(1) Routine maintenance and repair consists of tasks that have little impact on the immediate habitability of an individual dwelling unit, such as painting. The decision to perform routine maintenance or repair may be made by the owner(s) of either dwelling unit as to the maintenance and repair of that dwelling unit.

(2) Emergency repair consists of tasks that substantially affect the habitability of an individual dwelling unit, such as a ruptured water line, a clogged sewer line causing sewage to back-up, or a hole in the roof. The decision to perform emergency structural repair may be made by the owner(s) of the dwelling unit affected by the emergency.

(3) The cost of all repairs or maintenance performed pursuant to this paragraph (c), shall be paid by the owner(s) of the dwelling units that received the benefit of the maintenance/repairs performed. The cost of such maintenance/repairs shall be paid by the owner(s) of said dwelling units based upon the work performed on each dwelling unit. However, if an emergency repair is necessitated by the actions of an owner or occupant of a dwelling unit, such as turning off the heat in a dwelling unit and thereby allowing water pipes to freeze and rupture, the cost of repair shall be paid by the owner of the dwelling unit whose occupant necessitated the repair.

(4) In the event that either owner of the dwelling units that comprise a zero lot line dwelling unit structure fail to adequately maintain the zero lot line dwelling unit structure, both the other owner and the Sawgrass Homeowner's Association shall have the power and authority to have the maintenance or repair performed and may place a lien against the individual lot(s) on which the zero lot line dwelling unit structure is located for the cost of the maintenance or repair plus other costs incurred, including the reasonable attorneys fees.

(5) Because of the need to perform both routine and emergency maintenance and repairs on dwelling units when permission from the owners cannot be obtained, reciprocal licenses are hereby granted by between and among the lot owners within a zero lot line dwelling unit structure for access to each others real property for the purpose of performing routine and emergency maintenance and repairs. Similarly, license is hereby granted to the applicable owner's association

to have such routine and emergency maintenance and repair performed as set forth herein. However, access to the interior of a dwelling unit without notice to the lot owner(s) is allowed only in case of an emergency when no alternative exists to access the emergency repair and the lot owner is not available to allow access.

(4) Individual Repair and Maintenance: Each owner shall be responsible for the maintenance and/or repair of all of his or her dwelling unit that is not specifically designated as a collective responsibility of the owners of the zero lot line dwelling unit structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the owner.

An owner shall not change the exterior appearance of his/her dwelling unit except with the prior approval of the other owner(s) of that zero lot line dwelling unit structure and the approval of the Architectural Committee.

Lawn maintenance, trash removal and snow removal are the individual responsibility of each lot owner.

4. Architectural Committee: The Sawgrass Subdivision, Phase No. 1 Architectural Committee shall initially be composed of the following three (3) persons:

1. Clinton C. Atkins
2. Kenneth L. Bilger
3. Michael J. Martin

Any action taken by the members of the Committee shall be considered to be the action of the committee. The committee may designate a representative to act for it and may delegate its powers and duties to its representatives. In the event of the death, resignation, refusal to act or inability to act of any member of the committee, the remaining members of the committee may designate a successor. The record owners of 75% of the lots in Sawgrass Subdivision, Phase No. 1 shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to change the membership of the committee, to withdraw any powers and duties from the committee or to restore to it such powers and duties as may have been previously withdrawn.

(1) Approval by Committee: No construction work shall be commenced upon any structure, including without limitation, fencing, unless the plans and specifications therefore have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these restrictive covenants. The plans and specifications shall show the construction details, including the nature, kind, shape, height, material and color scheme and shall

include a plot plan showing the lot lines, required yards, and the proposed location of all structures and the grading plan of the building site.

(2) Powers and Duties of Committee: The Architectural Committee shall have the following powers and duties:

(1) To examine and approve or disapprove any plans and specifications submitted to it by a lot owner.

(2) To waive up to 25% of any area requirement contained in these restrictive covenants.

(3) To inspect any construction work in progress upon any lot in the subdivision for the purpose of ascertaining whether the applicable provisions of these restrictive covenants are being fully complied with.

(3) Failure of Committee to Act: In the event a matter requiring action by the Committee is submitted to the Committee in writing and the Committee fails to give written notice of its action taken thereon to the lot owner within 30 days thereafter, then the Committee shall be conclusively presumed to have approved the matter so submitted to it.

5. Time of Construction: Construction of the dwelling on each lot shall begin within three (3) years of the initial sale of that lot by the developer.

6. Construction: All buildings erected on any building site shall be constructed of material of good quality suitably adopted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection or 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 of accessory building and which are promptly removed upon completion of such dwelling or accessory building.

7. Maintenance of Lot Site During Construction: During the course of construction all materials and equipment shall be stored only on the lot on which construction is under way; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. During construction a closing refuse container sufficient in size to handle all waste material generated at the site must be located on the premises. Lightweight debris shall be stored in containers to avoid blowing upon

adjacent lots. No burning of debris shall take place upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. The developer reserves the right to clean up any construction site it deems necessary and shall have the right to charge the lot owner for the cost of such clean up.

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. Sidewalks, Bike Paths and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his or her respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walks and residences must be paved with concrete or asphalt. Driveways between the sidewalks and street shall be paved with concrete or asphalt or poured with cement a minimum of six inches (6") thick. The Bike Paths referenced in the Annexation Agreement between the Developer and the City of Champaign shall be maintained at the expense of the respective Homeowner's Associations and such Homeowner's Associations shall perform such repairs and maintenance as is necessary to facilitate bicycle traffic. In the event that the Homeowner's Associations shall not perform such repairs and maintenance, the City of Champaign may require the performance of such maintenance and repairs by and at the expense of the respective Homeowner's Associations.

10. Landscaping: All front yards shall be sodded. Side and rear yards shall be either sodded or seeded.

11. Yard Lights: The owners of each lot shall erect and maintain in good operating condition a front yard light. All yard lights shall be identical in design as designated by the Architectural Committee. These yard lights shall be located at points designated on the lots by the Architectural Committee. Said lights shall be equipped with a photo-electric cell that illuminates

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during hours of darkness. No hedge or fence or any other type of obstruction shall be between said yard light and common areas behind it. No yard light shall have a bulb that exceeds 100 watts.

12. Mailboxes: The specifications and style of all mailboxes in the subdivision shall be determined by the Architectural Committee and each lot owner shall obtain approval of the specifications and style of the mailbox prior to installation. Any mailbox not conforming to the standards and specifications of the architectural committee or not approved for installation shall be removed and replaced as designated by the committee. Any replacement mailbox shall be substantially identical to the original mailbox as determined by the Architectural Committee.

13. Accessory Buildings: Accessory buildings must be in the rear yard and must have the same siding and shingles as the dwelling.

14. Temporary Residences: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

15. Satellite Dishes: No television satellite dishes in excess of 20" in diameter shall be allowed on any lot in the subdivision.

16. Swimming Pools: No above ground swimming pools shall be allowed in the subdivision.

17. Signs: No signs 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, and one sign of not more than five (5) square feet advertising the property for sale or rent.

18. 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 and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way.

19. Parking of Recreational Vehicles: All property owners or residents in Sawgrass Subdivision, Phase No. 1 who own or possess any type of recreational vehicle, boat, boat trailer, or lake vehicle, shall provide an enclosed garage for storage of such vehicle(s). No motorized vehicles (such as ATVs) shall be operated within Sawgrass Subdivision, Phase No. 1.

20. 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.

21. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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.

No person, firm or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation of grading incidental thereto.

22. 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 commercial purposes.

23. 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 containers or other equipment of the storage or disposal of such material shall be kept in a clean and sanitary condition.

24. Waiver: The failure of the Architectural Committee, any building site owner or the present owner of the 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 restriction, condition, covenant, reservation, lien or charge.

25. Waiver of Restrictions: These restrictive covenants may be waived in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than three-fourths of the lot owners; however, in no event may the provisions of Paragraph 26 hereof be amended, nor may any owner be voluntarily or involuntarily removed as a member of the association.

26. Enforcement: Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

27. Homeowner's Associations: Each owner of a lot in Sawgrass Subdivision, Phase No. 1 shall accept and maintain membership in the Sawgrass Subdivision, Phase No. 1 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 to the Sawgrass Subdivision, Phase No. 1 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. Further, in addition to the Sawgrass Subdivision, Phase No. 1 Homeowner's Association, each owner of a lot within each Area shall accept and maintain membership in each Area's homeowner's association.

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, Phase No. 1 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 of the subdivision shall exercise the authority of the Board of Directors of the Association until such time as it, in its sole discretion, adopts bylaws and designates a first Board consisting of lot owners; thereafter, the Board of the Association shall consist of lot owners duly elected as provided in the bylaws.

28. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herewith provided or any part thereof is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges of any part thereof shall be thereby affected or impaired.

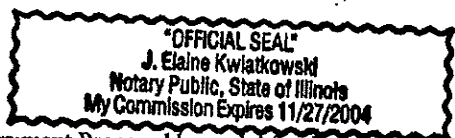
29. Covenants Running With the Land: The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

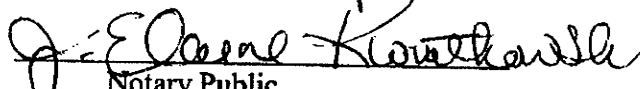
  
CLINTON C. ATKINS

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 8th day of May, 2003.



  
Notary Public

This Instrument Prepared by and After Recording Return To:

Neil R. Rafferty  
MEYER CAPEL, A PROFESSIONAL CORPORATION  
306 West Church Street  
P.O. Box 6750  
Champaign, IL 61826-6750

EXHIBIT A

021562

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, PROCEED SOUTH 88°50'37" EAST 45.82 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 01°09'23" WEST 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY AVENUE AND THE EASTERLY RIGHT-OF-WAY LINE OF STALEY ROAD AS MONUMENTED AND OCCUPIED; THENCE SOUTH 88°50'37" EAST 720.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY AVENUE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST 355.80 FEET; THENCE NORTH 90°00'00" EAST 635.15 FEET; THENCE SOUTH 00°00'00" WEST 180.00 FEET; THENCE NORTH 90°00'00" EAST 20.00 FEET; THENCE SOUTH 14°02'10" WEST 123.69 FEET; THENCE SOUTH 49°52'47" EAST 20.00 FEET; THENCE SOUTH 07°14'26" EAST 103.05 FEET; THENCE SOUTH 36°33'10" WEST 12.18 FEET; THENCE SOUTH 22°56'23" EAST 123.69 FEET; THENCE SOUTH 08°54'12" EAST 60.00 FEET; THENCE SOUTH 81°05'48" WEST 11.32 FEET; THENCE SOUTH 08°54'12" EAST 300.00 FEET; THENCE NORTH 81°05'48" EAST 10.00 FEET; THENCE SOUTH 08°54'12" EAST 120.00 FEET; THENCE SOUTH 12°04'49" WEST 63.30 FEET; THENCE SOUTH 36°52'09" EAST 180.00 FEET; THENCE NORTHEASTERLY 40.49 FEET ALONG A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 870.00 FEET, A CHORD BEARING OF NORTH 54°27'51" EAST AND A CHORD LENGTH OF 40.49 FEET; THENCE SOUTH 34°12'10" EAST 120.00 FEET; THENCE NORTH 58°10'14" EAST 62.11 FEET; THENCE NORTH 62°55'01" EAST 62.11 FEET; THENCE NORTH 66°25'21" EAST 62.18 FEET; THENCE NORTH 66°36'15" EAST 70.09 FEET; THENCE NORTH 65°59'56" EAST 70.23 FEET; THENCE NORTH 66°15'49" EAST 70.15 FEET; THENCE NORTH 67°33'10" EAST 70.01 FEET; THENCE SOUTH 67°36'05" EAST 74.40 FEET; THENCE SOUTHWESTERLY 28.90 FEET AROUND A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 270.00 FEET, A CHORD BEARING OF SOUTH 25°27'52" WEST AND A CHORD LENGTH OF 28.88; THENCE SOUTH 61°28'11" EAST 180.00 FEET; THENCE SOUTH 84°18'53" EAST 136.03 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 57; THENCE NORTH 05°41'06" EAST 374.47 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 57, THENCE NORTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 57 737.24 FEET AROUND A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3949.72 FEET, A CHORD BEARING OF NORTH 09°24'38" EAST AND A CHORD LENGTH OF 736.17 FEET; THENCE NORTH 00°06'42" WEST 420.37 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY AVENUE; THENCE NORTH 84°37'22" WEST 404.80 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY AVENUE; THENCE NORTH 86 °33'11" WEST 500.40 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF BRADLEY AVENUE; THENCE NORTH 88°50' 37" WEST 989.20 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY AVENUE TO THE TRUE POINT OF BEGINNING ENCOMPASSING 44.842 ACRES IN CHAMPAIGN COUNTY, ILLINOIS. ALL THAT PART OF THE PUBLIC ROAD RIGHT-OF-WAY KNOWN AS BRADLEY AVENUE (COUNTY ROAD 1700 NORTH) ADJOINING THE ABOVE DESCRIBED "SAWGRASS - PHASE I" TRACT.

SAID TOTAL TERRITORY TO BE ANNEXED TO THE URBANA & CHAMPAIGN SANITARY DISTRICT IS CONTIGUOUS TO THE EXISTING BOUNDARY OF THE URBANA & CHAMPAIGN SANITARY DISTRICT, CONTAINING 48.9 ACRES, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.


021562

**SCHOOL DISTRICT STATEMENT**

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Pursuant to Public Act Number 286, 765 ILCS 205/1.005, CLINTON C. ATKINS, owner of the tract of land described on Exhibit A, attached hereto and incorporated herein by this reference, does hereby state that to the best of his knowledge the aforesaid subdivision lies in the Champaign Unit School District Number Four.

IN WITNESS WHEREOF, the undersigned has executed this School District Statement this 17<sup>th</sup> day of January, 2003.



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CLINTON C. ATKINS

021562


STATE OF ILLINOIS            )  
  )  
COUNTY OF CHAMPAIGN        )       SS

**CERTIFICATE OF COUNTY CLERK**

I, THE UNDERSIGNED, COUNTY CLERK OF 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 AGAINST THE TRACTS OF LAND DESCRIBED  
ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS  
REFERENCE.

Permanent Index Number: 03-20-09-100-001

DATED this 21st day of January, 2003

  
\_\_\_\_\_  
Mark Shelden, County Clerk, Champaign  
County, Illinois

**PREPARED BY:**

Neil R. Rafferty  
Meyer Capel, A Professional Corporation  
306 W. Church Street  
P.O. Box 6750  
Champaign, Illinois 61826-6750  
Telephone: (217) 352-1800

