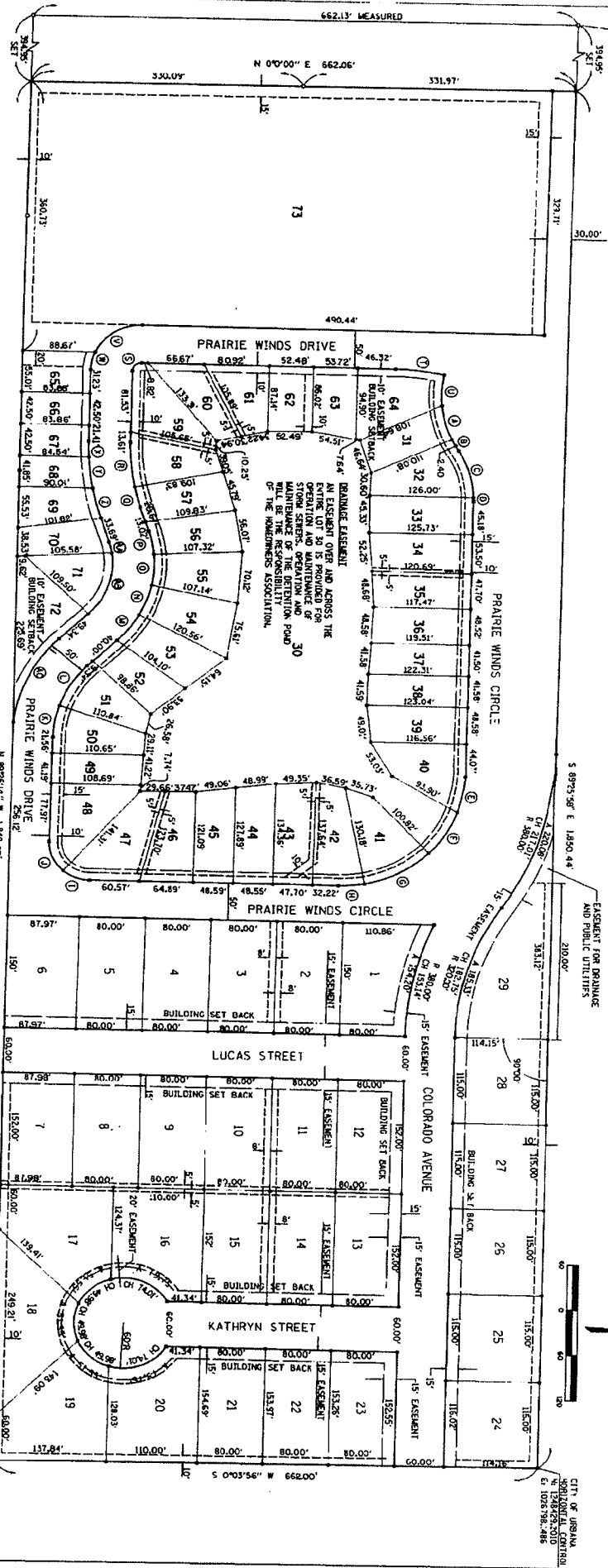


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TUNDRA CONSERVATION RESERVE

1 QUARTER OF SECTION 21 TOWNSHIP 19 NORTH RANGE 9 EAST OF THE MERIDIAN IN THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS.

330 MARION AVENUE
FORSYTH, IL. 62535
214-875-1562

CITY OF URBANA
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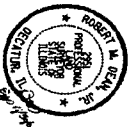
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DRAINAGE STATEMENT

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Shank, H. W.

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Robert L. Deon

2005R08364

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CHAMPAIGN COUNTY

RECORDER

BARBARA A. FRASCA

REC FEE: 97.00

REV FEE:

PAGES: 37

PLAT ACT:

PLAT PAGE: 1

2005R08364

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04/01/2005 11:43:30AM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 97.00

REV FEE:

PAGES: 37

PLAT ACT:

PLAT PAGE: 1

PRAIRIE WINDS SUBDIVISION
OWNERS CERTIFICATE AND DEDICATION
WITH
RESTRICTIVE COVENANTS

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BY-LAWS OF PRAIRIE WINDS HOMEOWNERS ASSOCIATION

PART 1 OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)ss.
COUNTY OF CHAMPAIGN)

PRAIRIE WINDS SUBDIVISION
OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, TATMAN-HORVE, LLC, an Illinois Limited Liability Company, being the owner of the following described real estate:

A part of the Northeast quarter of Section 21 Township 19 North Range 9 East of the Third Principal Meridian being more particularly described as:

The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois. Containing approximately 5.63 acres.

The North half of the South half of the Northeast Quarter of section 21, Township 19 North, Range 9 East of the Third Principal Meridian, Except all that part that lies West of the East line of the following described tract of land, The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 22.37 acres.

Permanent Index No: 30-21-21-200-034 and 30-21-21-200-035

SAID TRACT ALSO BEING DESCRIBED AS SHOW ON EXHIBIT "A",
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

shown in the annexed plat and described in the Surveyor's Certificate has caused the said described real estate to be surveyed, platted and subdivided by Robert M. Dean, Jr., Illinois Land Surveyor No. 2951, Champaign, Illinois, in the manner shown on said plat; as a subdivision to be perpetually known as PRAIRIE WINDS SUBDIVISION, City of Urbana, Champaign County, Illinois, and does hereby grant and dedicate to the people of the City of

Urbana, County of Champaign, Illinois, for the use of the public forever, the avenues, drives, streets, roads and alleys, hereinafter referred to as streets, shown on said plat and located in the County of Champaign and City of Urbana, Illinois, each of which said streets shall be perpetually known by the respective names designated on said plat.

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 Surveyors Certificate shall, by adopting the description of said platted land as PRAIRIE WINDS SUBDIVISION, City of Urbana, Champaign County, Illinois, to be taken and understood as incorporating in all such conveyances, without repeating the same, the following restrictions as being applicable to each tract of land described in said Surveyor's Certificate, to-wit:

PART 2 ANNEXATION AGREEMENT

2.1 Annexation Agreement: The Owner has entered into an Annexation Agreement with the City of Urbana, Champaign County, Illinois, adopted under City of Urbana Ordinance 2002-12-139 and recorded with the Champaign County Recorder of Deeds, the terms of which are herein incorporated herein by reference.

PART 3 DEFINITIONS

For the purpose of this declaration, certain words and terms are hereby defined.

3.1 Accessory Building: Separate building 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.

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

3.3 Dwelling Structure: The main building on any building site or the building structure located on one or more platted lots and containing one or more dwelling units.

3.4 Dwelling Unit: A dwelling unit is to be designed, used and occupied exclusively for a residence and is to be occupied exclusively by a single family.

3.5 Building Site: A building site shall be the collective number of lots required to construct a structure with a specific number of dwelling units equal to or less than the collective number of lots. It is expected that the number of dwelling units will be equal to the number of lots.

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

3.7 Single Family: A group of occupants with not more than four (4) unrelated adults.

PART 4 COVENANTS (Lots 1-72)

APPLICATION-LOTS 1-72

Unless otherwise provided in this Part 4, the Covenants below, in their entirety, shall apply to lots 1-72, inclusive in the subdivision.

COVENANTS

4.1 Allowable Structure: No structure shall be erected, altered, placed or permitted to remain on any building site other than one single family detached dwelling unit or up to two attached single family dwelling units, a private garage for at least two (2) but not more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.

4.2 Architectural Committee: The PRAIRIE WINDS SUBDIVISION Architectural Committee shall initially be composed of the following three (3) persons:

Paul L. Tatman, 3103 Tatman Ct., #104, Urbana, IL 61801
Steve Horve, 3103 Tatman Ct., #104, Urbana, IL 61801
Jeff Horve, 3103 Tatman Ct., #104, Urbana, IL 61801

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 a seventy-five per cent (75%) of the lots in PRAIRIE WINDS SUBDIVISION, presently platted or to be platted at a later date, 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.

(a) Approval by Committee: No construction work shall be commenced upon any structure 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 comply with Section 3.8 and shall show complete construction plans, elevations and details, including the nature, kind, shape, height, roof pitch, material and color scheme of the structure and shall include a site plan showing the lot lines, required yards, landscaping, and the proposed location of all structures, including patios, decks, entry walks and required yard lights. The plans shall include a grading plan of the building site and entire lot.

(b) 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 or yard requirement contained in these restrictive covenants, unless said waiver request is a conflict with the zoning ordinance of the City of Urbana.

(3) To determine whether a fence, wall, hedge or shrub planting unreasonably obstructs the view of approaching street traffic and lake views of adjoining lots.

(4) 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.

(c) 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.

4.3 (A) Minimum Size Lots (1-29): No one story dwelling unit shall occupy a ground floor area of less than 1,400 square feet. No dwelling unit having more than one story shall occupy a ground floor area of less than 900 square feet and a total floor area of less than 1,800 square feet. In computing the floor area of a dwelling unit for the purpose of applying this restriction, one-fourth (1/4) of the area of enclosed porches shall be considered to be a part of the dwelling unit. All area requirements listed herein shall be exclusive of garage areas.

(B) Minimum Size Lots (31-72): No dwelling unit shall occupy a floor area of less than 1,100 square feet. All area requirements listed herein shall be exclusive of garage areas and open porches.

4.4 Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than fifteen (15) feet to any side street line. No main or accessory building shall be located closer to the side lot lines than a distance of five (5) feet, except that a two (2) foot side yard shall be required for permitted accessory buildings located sixty-five (65) feet or more back from the minimum building set back line. No dwelling unit shall be located on any interior lot nearer than ten (10) feet to the rear lot line or as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portions of a building on a lot to encroach upon another lot. Where a building site consists of more than one (1) lot, such as an attached common lot line building structure site, the above provisions shall be applicable to the boundary lines of the building site rather than platted lot lines.

4.5 (A) Dwelling per Building Site (Lots 1-29): Only one (1) dwelling structure shall be constructed per building site.

(B) Dwellings per Building Site (Lots 31-72): Only two (2) attached dwelling structures shall be constructed per building site.

4.6 Easements: Owner hereby dedicates the tracts shown on the plat for use by utilities perpetually to the public, for utility purposes including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone electricity, cable television or any other use that the public entity in whose jurisdiction the easements lies shall deem to be a utility, and also to lot owner for repair and maintenance of private service sewers owned by lot owners. 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, structure and obstructions of any kind whatsoever. No person shall obstruct said easement unless the public entity with authority to do so authorizes said obstruction 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.

4.7 Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more of the building site than allowed by the City of Urbana Zoning Ordinance.

4.8 Permissible Building:

Order of Construction .All buildings erected on any building site shall be constructed of new materials of good quality suitably adopted for use in the construction of residences. 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 or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

Building Characteristics .Individual dwelling units should be designed to achieve a balance proportion and scale in the overall massing, as well as with individual features or component parts, such as patios, decks, porches, garages, entry porticos, accessory structures. Roof pitches should be not less than four in twelve. Flat roofs or mansard roofs shall not be allowed.

Simple use of exterior materials and finishes is desired with contrived or ostentatious features or configurations not allowed. Vinyl and aluminum or other manufactured materials may be allowed. Chimneys of fireplaces where exposed in the exterior shall be masonry, stucco, vinyl, or aluminum. Wood materials will not be allowed.

Site Development .Grading of each building site and setting of finish floor elevations of associated structures shall be completed such that water drainage around and away from completed structures does not encroach on adjacent properties.

Complete landscape development of each lot shall be required within a reasonable time period following construction, but not to exceed one year. Planting plans showing species and exact locations of proposed plantings shall be submitted and approved by the Architectural Committee prior to installation.

No development shall occur by any lot owner which extends beyond the platted lot lines of each lot owner's lot.

Fences. Fences may be allowed on each individual lot except as otherwise restricted by provisions hereinafter, however, the design for any fence to be erected shall first be submitted to the Architectural Committee for approval. Height limitations shall be in accordance with the city code of the City of Urbana.

4.9 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 is fully completed and the interior construction is substantially completed. 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.

4.10 Temporary Structures and Satellite Dish 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 residence either temporarily or permanently. No television satellite dishes or communications dishes in excess of 24 inches in diameter shall be allowed on any lot in the subdivision.

4.11 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/or one sign of not more than five (5) square feet advertising the property for sale or rent.

4.12 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.

4.13 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.

4.14 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4.15 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.

4.16 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.

4.17 Off-Street Parking: All property owners in PRAIRIE WINDS SUBDIVISION shall provide facilities for off-street parking for the number of automobiles in use by the owner or resident on the property or persons regularly employed on the property, but a minimum of two off street parking spaces shall be provided.

Recreational vehicles, boats, boat trailers, or like vehicles shall not be allowed for extensive periods of time.

4.18 Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

PART 5 COVENANTS (Lots 31-72)

APPLICATION - LOTS 31-72

The Covenants below, in their entirety, shall apply to lots 31-72, inclusive, in the Subdivision.

COVENANTS

5.1 Commons Easement and Detention Pond: The areas designated "commons easement" and "detention pond" shall be devoted to the common use and enjoyment of the owners of lots in Lots 31-72 of PRAIRIE WINDS SUBDIVISION. The management and control of the areas designated "commons easement" and "detention pond" shall be exclusively exercised by the PRAIRIE WINDS Homeowners Association, an Illinois non-profit corporation.

Maintenance of the drainage detention area includes but is not limited to mowing, trash and debris removal, removal of silt or sediment accumulation, erosion control and repair of maintenance of the storm under-drains.

The PRAIRIE WINDS Homeowners Association shall provide for the care and maintenance of improvements within the "commons easement" and "detention pond" and it agrees to indemnify and hold harmless the respective owners of lots on which the designated "commons easement" is depicted by recorded plat from and against any claims, demands, damages or injuries (including death) incurred by or arising from (a) its performance of such care and maintenance and (b) the common use and enjoyment of

such "commons easement" and "detention pond" by the owners and their guests of lots 31-72 of PRAIRIE WINDS SUBDIVISION.

5.2 Zero Lot-Line Provisions:

A) The dividing walls which straddle the boundary line between the lots and which stands partly upon one lot and partly upon another and all walls which serve two dwelling units 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 ground and along the whole length 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 order to replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:

(1) No owner nor any successor in interest shall have the right to extend said party wall in any manner, either in length, height, or thickness.

(2) In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on 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, the owner of any dwelling unit or other interested party, shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

(4) In the event of damage or destruction by fire or other casualty of any dwelling unit or any portion thereof, the owner or owners from time to time of any such dwelling unit covenant to and 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(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt. In the event of the total or substantial destruction of all the dwelling units in a dwelling structure, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be substantially similar in architectural design to the original building structures in Prairie Winds Subdivision and shall be constructed of comparable materials.

(5) In the event that any owner shall fail, after a reasonable time after the damage or destruction referred to in Subparagraph 5.2 (A)(4) to perform the necessary repair or rebuilding, the owner(s) of the remainder of the dwelling structure shall, in the manner described in Section 5.2(G) 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 owner(s). Such owner(s) shall have and are hereby given a continuing lien on that dwelling unit on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:

- a. The cost of such repairs or rebuilding;
- b. 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

c. Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith, which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees and assignees. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois Law. The lien of such owner(s) described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

(B) Together the unit owners in a building structure shall mutually purchase and maintain in effect a single insurance policy insuring the building structure for the full insurable replacement cost thereof against loss by fire or other casualty. All of the owners and their respective mortgagees shall be named as insured under the policy. Each unit owner shall pay his pro-rata share of the insurance premium cost as the allocated billing from the insurance company based upon the relative value of each unit. In the event of the failure or refusal of any unit owner to pay his share of such cost, the owner(s) of the remaining dwelling unit(s) in such dwelling structure may pay the same and shall have a lien and cause of action against such defaulting party together with interest costs and expenses as provided in the preceding subparagraph 4.2(A)(5).

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

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 dwelling structure applicable for residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of law.

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

(1) PAINTING- Upon a decision being made by the majority of the dwelling unit owners that a particular dwelling structure needs repainting, bids shall be secured for the specified painting and the bidders shall be required to allocate to each separate unit the portion of the painting expense allocable to such dwelling unit. The owner of each dwelling unit shall pay his share of the lowest accepted bid for such painting work, including labor and materials. The owner of a particular dwelling unit may perform his own painting work provided it is in conformity with the repainting plan adopted by the majority and provided further that he do such work at the same time as the work is being performed upon the remainder of the dwelling structure and that he perform such work in a reasonable and workmanlike manner. The cost allocation is made in this manner due to the circumstance of each unit varying in size from other units and all units having different areas of exterior surface requiring painting.

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

(3) GUTTERS AND DOWNSPOUTS- Each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters or downspouts of each building structure.

(4) EXTERIOR WALLS AND FOUNDATIONS- Each dwelling unit owner shall be responsible for maintaining in a good condition all exterior walls and foundations located upon the portion of his dwelling structure.

(5) COMMON SANITARY SEWERS- As applicable, maintenance of the Common Sanitary Sewer is the collective responsibility of all unit owners in each "attached" dwelling structure and each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance repair or replacement of the Common Sanitary Sewer. This provision shall not apply to required maintenance of the extension of said Sanitary Sewer line from the common line to the individual unit which latter maintenance shall be the sole responsibility of each unit owner.

It is recognized that good maintenance of the entire building structure is necessary for the enjoyment of each dwelling unit therein and, accordingly, each owner is expressly given the right to enforce the above obligations as herein provided in these covenants.

(D) The owner of each dwelling unit 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 building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.

The owner of an individual dwelling unit shall not change the exterior appearance of his unit except with the prior approval of the majority of the dwelling unit owners in his particular dwelling structure. It is the purpose and intent of this covenant to enhance the overall appearance of the dwelling structure in accordance with the desires of owners holding a majority interest herein.

(E) For the purpose of making decisions with respect to collective exterior maintenance of each dwelling structure, repair, rebuilding, insurance coverage, common sanitary sewer maintenance, etc., as provided herein, the owner or owners of each dwelling parcel/lot upon which a portion of such dwelling structure is located shall have one vote in making such determination. In the event the owners cannot agree, such owners shall mutually select a third person to act in making such determination. In the event they cannot mutually agree upon such third person, the developer shall act as such third person unless he is the owner of one of the units involved. If the developer refuses, is disqualified, or is not available, any Champaign County Circuit or Associate Judge shall be qualified to name such third person.

All decisions shall, therefore, be by majority vote of such persons as such decisions shall be binding upon all owners of such building structure. In the event that a lot is owned by a corporation, partnership, trust, or other legal entity, other than a natural person or persons, then the person so designated by such entity shall be eligible to exercise such voting rights. In the event there is more than one owner of a single dwelling unit, the vote shall be accordingly split.

In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line, any unit owner advised of such circumstances shall, if reasonably possible, notify other unit owners in the same dwelling structure, but in the event immediate corrective action is necessary any unit owner shall have the authority to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line; in such event, each unit owner of the dwelling structure so served shall contribute equally to the cost of such service. This procedural Covenant shall also apply even if a unit owner refuses to vote in favor of the corrective action if such action is reasonably required to remove a serious hazard.

(F) Provision for annual assessments, including the provision of a reserve for anticipated maintenance expenditures, or special assessments for emergency repairs or maintenance shall be determined by a vote of the respective owners of each dwelling structure. The purpose of such assessment,

the amount thereof, and the method of payment shall be determined by a majority vote and shall be reduced to writing. Upon the request of any contract purchaser of a dwelling unit, the owner(s) of remaining units in such building structure agree to execute a written statement or certificate to such purchaser as to the status of assessments, if any, due for such dwelling unit.

(G) In the event that a dwelling unit owner has failed to perform any obligations hereunder, the remaining unit owner(s) in the same dwelling structure may take action to enforce such obligation in the following manner:

(1) Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.

(2) If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the remaining dwelling unit owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these covenants. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.

(3) Notices hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.

(4) In the event any work is performed or caused to be performed by dwelling unit owner upon another owner's unit pursuant to the terms of this covenant, and the failure of the owner to perform as required hereunder, the unit owner contracting for the performance of any work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor, or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the owner(s) performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefor.

(H) It is the intent of these covenants to provide for and protect the cooperative aspect of ownership and the value, desirability and attractiveness of the dwelling structure. Accordingly, the covenants provided for hereunder are specifically designated as covenants running with the land.

(I) Each and every restriction as to said property is hereby declared subject and subordinate to the lien of any mortgage or deed of trust now and hereafter made or existing in good faith and for value, and these restrictions shall in no way restrict, impair or defeat any right of sale contained in any such mortgage or deed of trust or the foreclosures of the same, provided however, that title to any property subject to these restrictions and obtained through sale under foreclosure of any such mortgage or deed of trust shall thereafter be held subject to all provisions of these restrictions.

5.3 Prairie Winds Homeowner's Association: Each owner of a lot in Lots 31-72 of Prairie Winds Subdivision shall as a condition precedent to ownership, covenant and agree to pay monthly charges to the Prairie Winds Homeowner's Association in accordance with its Articles of Incorporation, By-Laws, and the Declaration of Covenants and Restrictions contained herein, and said owner does hereby agree to pay such assessments by accepting conveyance by deed to any lot in Lots 31-72 of Prairie Winds Subdivision.

The Association shall be responsible for and shall have the authority to manage, control, improve, maintain, and repair all commons areas and the retention pond. The Association shall also provide such services as may be determined from time-to-time by the Members of the Association. The Association shall have authority to collect monthly and/or special assessments to accomplish the purposes of the Association and to provide for the payment of Real Estate taxes, insurance premiums, and any other necessary expenses related to or connected with the Association's duties and responsibilities. Until the Association has been formed, each unit owner shall pay a monthly assessment to the Developer for

providing such services and paying such expenses in an amount not to exceed \$120.00 per month. If any unit owner fails or refuses to make any such payments when due, the Association or the Developer, as the case may be, may enforce the provisions hereof by exercising lien rights.

5.4 Restrictions on Ownership, Alienation, and Occupancy of Dwellings.

A. **Restriction on Ownership.** Ownership of a dwelling is not restricted as to age or as to any other matters.

B. **Alienation Restriction.** Sale or rental of a dwelling is not restricted.

C. **Occupancy Restrictions.** A dwelling may be permanently occupied by an unmarried individual or individuals who are each at least fifty-five (55) years old or by a married couple if one of the spouses is at least fifty-five (55) years old. Children of permanent occupants of a dwelling who are nineteen (19) years old or more may permanently occupy a dwelling. If the dwelling is initially occupied by a married couple of which one spouse is more than fifty-five (55) years old and the other spouse is less than fifty-five (55) years old and the spouse who is over fifty-five (55) years old dies, the spouse who is under fifty-five (55) years old can continue to occupy the dwelling. Children and other guests of dwelling owners who are under the age of nineteen (19) years may visit owners and occupy a dwelling for no more than ninety (90) days in any consecutive twelve-month period.

PART 6 COVENANTS (Lot 73)

APPLICATION - LOT 73

6.01 Lot 73. Lot 73 shall be a Senior Citizen Apartment Development to be built in accordance with the Subdivision and Zoning Laws and Regulations of the City of Urbana.

PART 7 COVENANTS (Lots 1-73)

7.1 Vacant Lots: All vacant lots shall be maintained at all times free of weeds, high grass and debris.

7.2 Dedication: Owner hereby dedicates the tracts 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 to the public, for public use perpetually, 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 and 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 the said right-of-way unless the public entity with authority to do so otherwise authorizes specified 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, highways 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.

7.3 Drainage Plans: The Owner, its agents, successors, or assigns, retains the right to approve all drainage plans for development of each lot in accordance with the master plan heretofore formulated by the Owner.

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

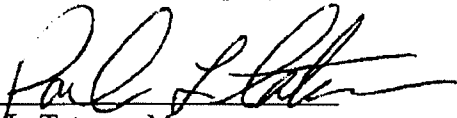
7.5 Waiver of Restrictions: These restrictive covenants may be waived or amended, in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than two-thirds of the owners of PRAIRIE WINDS SUBDIVISION.

7.6 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.

7.7 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 become unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges of any part thereof shall be thereby affected or impaired.

7.8 Perpetuation: The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

TATMAN-HORVE LLC, an Illinois
Limited Liability Company

BY: 
Paul L. Tatman, Manager

Prepared By/Return To:
Richard C. Kirby
411 W. University Ave.
Champaign, IL 61820
(217) 351-4040

PART 8 NOTARY

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 PAUL L. TATMAN, Manager of TATMAN-HORVE LLC, an Illinois Limited Liability Company, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this 1st day of March, 2005.


NOTARY PUBLIC



**BY-LAWS OF PRAIRIE WINDS
HOMEOWNERS ASSOCIATION**

The administration of the PRAIRIE WINDS Homeowners Association ("Association"), an Illinois not-for-profit corporation, shall be governed by the following By-laws:

ARTICLE I

Memberships

Section 1: Qualifications: Every person or entity who is a record owner of a "residential unit" or "unimproved lot" in Lots 31-72 of PRAIRIE WINDS Subdivision or who is the beneficiary of a land trust holding title to a "residential unit" or "unimproved lot" in the subdivision shall be a member of the PRAIRIE WINDS Homeowners Association. Ownership of, or beneficiary of a land trust holding title to a "residential unit" or "unimproved lot", shall be the sole qualification for membership. If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a "residential unit" or "unimproved lot" in Lots 31-72 of PRAIRIE WINDS Subdivision, all such persons or entities shall be members.

Section 2: Members: A member shall have no vested right, interest or privilege of, in, or to the assets, functions, affairs, or franchises of the Association, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing. The membership is appurtenant to and shall not be separated from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his ownership of a "residential unit" or "unimproved lot" in Lots 31-72 of PRAIRIE WINDS Subdivision at which time the new owner shall automatically become a member of the PRAIRIE WINDS Homeowners Association. Each member of the

Association shall be bound by and shall observe the terms and provisions of the covenants and restrictions of Lots 31-72 of PRAIRIE WINDS Subdivision, the By-laws of the PRAIRIE WINDS Homeowners Association and the rules and regulations promulgated from time to time by the Association or its Board of Directors. No member shall have the right or power to disclaim, terminate, or withdraw from his membership in the PRAIRIE WINDS Homeowners Association or from any of his obligations as such member by abandonment of his residence or for any other reason.

Section 3: Voting Rights: Each "residential unit" or "unimproved lot" in Lots 31-72 of PRAIRIE WINDS Subdivision shall be entitled to one vote, which may be cast, either in person or by proxy, by the owner of such "residential unit" or "unimproved lot" who is the "voting member." If more than one member is the record owner or beneficiary of the title-holding land trust of a "residential unit" or "unimproved lot" in Lots 31-72 of PRAIRIE WINDS Subdivision, then the vote for that "residential unit" or "unimproved lot" shall be exercised by a voting member as those members amongst themselves determine. In no event shall more than one vote be cast by the voting member with respect to any one "residential unit" or "unimproved lot." A voting member may vote by written proxy, such proxy being invalid after elevens months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution thereof.

Section 4: Suspension of Voting Rights: The Board of Directors of PRAIRIE WINDS Homeowners Association shall have the right to suspend the voting rights of any member for any period during which an assessment levied by the Association against the member's lot remains unpaid, upon the member's violation of the covenants and restrictions of Lots 31-72 of PRAIRIE WINDS

Subdivision or upon the member's violation of any By-laws of the PRAIRIE WINDS Homeowners Association Board of Directors. Any voting rights so suspended shall remain suspended until the unpaid assessments are paid in full or until the violation of the covenants and restrictions and/or the By-laws are cured.

Section 5: Definitions: A "residential unit" is a dwelling constructed to house a family unit. A single building may house multiple "residential units."

An "unimproved lot" would be any recorded lot in Lots 31-72 of PRAIRIE WINDS Subdivision that does not have a "residential unit" constructed on it.

ARTICLE II

Meetings of Members

Section 1: Initial Meeting: An initial meeting of the members of the PRAIRIE WINDS Homeowners Association shall be held at such time the owner-developer, in its sole discretion, may call for an initial meeting of the members, but no later than December 31, 2007.

Section 2: Annual Meeting: After the initial meeting of the members has been held, there shall be an annual meeting of the members of the Association at such place as may be designated, on or before the fourth Tuesday in July of each year, for the election of Directors, and for the transaction of such business as may come before the meeting. Written notice of the Annual Meeting stating the date, place and the hour of the meeting shall be distributed by the Board of Directors or a representative designated by the Board.

Section 3: Special Meetings: Special meetings of the members shall be held whenever called by the Board of Directors or by the

voting members having, in the aggregate, not less than fifty percent (50%) of the total votes of the PRAIRIE WINDS Homeowners Association. Notice of each special meeting, stating the time, place and in general terms the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least ten days prior to the meeting.

Section 4: Quorum: The presence in person or by written proxy at any meeting of the voting members having fifty percent (50%) of the total votes of the PRAIRIE WINDS Homeowners Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General-Not-For Profit Corporation Act or the Articles of Incorporation of the Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

ARTICLE III

Board of Directors

Section 1: Number of Directors: The business and affairs of the Association shall be managed by a Board of Directors which shall consist of five (5) persons. The initial Board of Directors need not be members of the Association. Thereafter, all of the Board shall consist of members of the Association or a designated representative or representatives of said member. At the inception of the Association, the Board shall consist of three (3) persons named in the Articles of Incorporation and any additional persons appointed by the initial Board of Directors. After the initial meeting of the voting members of the Association, the number of Directors shall be fixed at five (5) board members.

Section 2: Powers & Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and activities as are, not by law, or these By-laws, directed to be exercised and done by the members.

Section 3: Other Duties: In addition to duties imposed by these By-laws, the Articles of Incorporation of the Association or by resolution of the Association, the Board of Directors shall be responsible for the following:

- a) Care and upkeep of the Subdivision including the drainage detention pond, common areas, and facilities.
- b) Approval of annual budget and annual lot assessments.
- c) Levying and collection of the annual assessments and any special assessments hereinafter provided for from the members.
- d) Designation and dismissal of peronnnel necessary for the accomplishment of the purposes of the Association.
- e) Expenditure of funds in accordance with the annual budget and amendments thereto.
- f) To provide for architectural control of the lots and commons properties in the subdivision.
- g) To enforce any and all covenants, restrictions and agreements applicable to lots within the subdivision and to adopt, amend and enforce rules and regulations.

Nothing herein shall be construed to impose any duty upon the Board of Directors collectively or individually to provide supervision or life-safety protection over the drainage detention pond, sewers, streams or waterways of Lots 31-72 of PRAIRIE WINDS Subdivision; the Board of Directors acting in their representative capacity shall have no duty to any member of the Association, their family members and guests for surveillance of the Subdivision or any activity or condition conducted, or located, therein. These

duties are not intended to make said Board of Directors or any member thereof an insurer or guarantor of the safety of the person or property of any member or guest located in or upon the grounds or facilities of Lots 31-72 of PRAIRIE WINDS Subdivision. Further, nothing herein shall impose any duty upon the Board of Directors to provide care, upkeep or maintenance upon any real property or improvement upon real property owned by any member of the Association which is not located upon the common areas of the Subdivision.

Section 4: Regular Meeting: The Board shall meet for the transaction of business at such place as may be designated from time to time. After the initial organizational meeting of the Board of Directors, a minimum of one regular meeting shall be held each calendar year.

Section 5: Special Meetings: Special meetings of the Board of Directors may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 6: Quorum: The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 7: Order of Business: The Board of Directors may from time to time determine the order of business at its meetings.

Section 8: Chairman: At all meetings of the Board of Directors, the President, or, in his absence, the Vice President, or in the absence of both, a chairman chosen by the Directors present, shall preside.

Section 9: Terms of Members of the Board: The Board of Directors shall be elected by the voting members of the Association at each annual meeting for the terms of one year.

Section 10: Compensation: Members of the Board shall receive no compensation for their services.

Section 11: Consent: Unless specifically prohibited by the Articles of Incorporation or By-laws, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof, or by all members of such committee, as the case may be. Any such consent signed by all the Directors or all the members of the committee shall be the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

Section 12: Annual Report: The Board of Directors, after the close of the fiscal year, shall submit to the members a report on the activities of the Association and shall submit an account of the financial transactions of the past year and a proposed budget for the ensuing year.

Section 13: Vacancies in the Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Association or a designated representative or representatives of said member to serve the unexpired term of the vacancy. If any Director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant.

ARTICLE IV

Officers

Section 1: Executive Officers: The Executive Officers of the Association shall include a President, a Vice President, Secretary and a Treasurer. All officers shall be elected annually by the Board of Directors and they shall take office immediately after election. They shall be voting members of the Association or a designated representative or representatives of said voting member.

Section 2: The President: Subject to the direction of the Board of Directors, the President shall be the Chief Executive Officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be an ex-officio member of all committee.

Section 3: The Vice President: The Vice President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4: The Secretary: The Secretary shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the annual meetings and special

meetings of the members, as well as the corporate seal and such books and papers as the Board may direct, and shall in general perform all the duties incident to the office of the Secretary, subject to the control of the Board of Directors and the President; further the Secretary shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5: The Treasurer: The Treasurer shall have the custody of all the receipt, disbursements, funds and securities of the Association and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of this duties in such sum as the Board may require.

Section 6: Subordinate Officers: The President, with the approval of the Board of Directors, may appoint such other officers, agents and committee chairman as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 7: Committee: The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committee, which committees shall have such authority and perform such duties as from time to time may be predescribed by the Board. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member removed from such committee, or unless such member shall cease to qualify as a member thereof. The

Lots 31-72 of PRAIRIE WINDS Subdivision Architectural Committee shall not be subject to control of the PRAIRIE WINDS Homeowners Association and shall operate independently of these By-laws, in accordance with the covenants and restrictions for Lots 31-72 of PRAIRIE WINDS Subdivision.

ARTICLE V

Loss of Property

Section 1: The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member of the guest of any member, or visitor, or other person.

ARTICLE VI

Maintenance and Special Assessments

Section 1: Creation of Assessments: The Board of Directors of PRAIRIE WINDS Homeowners Association shall have the right and power to subject the property situated in all phases of Lots 31-72 PRAIRIE WINDS Subdivision, except public streets, to an annual maintenance assessment and to special assessments.

Commencing July 1, 2005, and on July 1 of each fiscal year thereafter, each owner of a "residential unit" or "unimproved lot" in Lots 31-72 of PRAIRIE WINDS Subdivision other than the owner-subdivider, shall be assessed an annual maintenance charge against his lot or lots, and such annual maintenance assessment shall be used by the Association to create and continue a maintenance fund to be used by the Association as hereinafter stated. The assessment charge shall be payable to the PRAIRIE WINDS Homeowners Association and will be delinquent when not paid within 30 days after it becomes due (the assessment date). The annual maintenance assessment may be adjusted from year to year by the Board of Directors of PRAIRIE WINDS Homeowners Association as the needs of the common areas in its judgment may require. New "residential units" or "unimproved lots" that are added to PRAIRIE WINDS Homeowners Association shall be prorated on the remainder of the

fiscal year. Lots owned by the Developer shall not be subject to any assessment. The maintenance assessment may be paid monthly.

Section 2: Special Assessments: Special assessments may be levied by the Board of Directors, upon notice, to pay for capital improvements authorized by the members or to supplement any reserve established by the annual maintenance assessment. The Board of Directors must have affirmative approval of 75 % of lots to do any capital improvements of \$5,000 or more.

Section 3: Use of Maintenance Assessments: The maintenance fund may be used:

For lighting, improving and maintaining the drainage detention pond areas, the common area easements, and dedicated right of way areas maintained for the general use of the owners and occupants of land included in such subdivision;

For operating and maintaining any storm water drains now or hereafter constructed in such subdivision that are not or will be under the direct supervision of the City, or State of drainage district; and

For doing any other things necessary or desirable, in the opinion of the Board of Directors, to keep the property commons neat and in good order and which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in such subdivision.

Maintenance of the drainage detention area includes and is not limited to mowing, trash and debris removal, removal of silt or sediment accumulation, erosion control and repair of maintenance of the storm under-drains.

Section 4: Creation of Lien and Personal Obligation of Assessments: The PRAIRIE WINDS Homeowners Association shall have a continuing lien on each lot in Lots 31-72 of PRAIRIE WINDS Subdivision to secure the payment of maintenance or special assessments due and to become due, and the record owners of such

lots shall be personally liable for all maintenance or special assessments.

Upon reasonable demand, the PRAIRIE WINDS Homeowners Association shall furnish to any owner or mortgagee or person interested a statement showing the amount of any unpaid assessment charges against any lot or lots.

Section 5 : Non-payment of Assessments: If any regular maintenance or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his grantees, heirs, devisees, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for an enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass a personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the Trustee shall not have any personal liability for the assessment, but all beneficiaries of the Trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an assignment of rents held by a mortgage delivered in connection with the first mortgage loan to purchase the property.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted

by the usury laws of the State of Illinois and the Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property and there shall be added to the amount of such assessment all the costs of preparing and filling the complaint and maintaining and concluding such action, including the costs of the title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action. The venue for all legal actions shall be in Champaign County, Illinois. The persons in possession shall be authorized to accept the summons for the owners of the lot.

No owner may waive or otherwise escape liability for the assessments provided for herein for any reason. In the event that title to any lot is conveyed to a land trust, upon the demand of the PRAIRIE WINDS Homeowners Association, the Trustee shall furnish the Association with a certified copy of the trust agreement and any amendments thereto, so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

ARTICLE VII

Notice

Section 1: Notice: Whenever, according to these By-laws, a notice shall be required to be given to any member or director, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Champaign County, Illinois, in a postpaid sealed envelope, addressed to such member, or Director at his address as the same appears on the books of the Association, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2: Waiver of Notice: Whenever notice is required to be given under the provisions of these By-laws or under the provisions of the Articles of Incorporation or under the provisions of the Illinois General Not-For-Profit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent of the giving of such notice.

ARTICLE VIII

Amendments

Section 1: Amendment to By-laws: The provisions of these By-laws may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary. Such change, modification, or rescission shall be approved at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of the voting members of the PRAIRIE WINDS Homeowners Association having a majority of the total votes shall constitute a quorum. However, said change, modification or rescission must be approved by not less than 75% of the total number of votes of the PRAIRIE WINDS Homeowners Association:

Section 2: Majority Vote Requirements: The following matters can only be approved by an affirmative approval by 75% of the voting members:

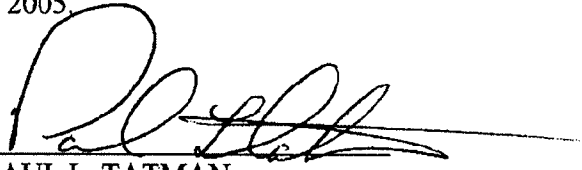
- (a) Merger or consolidation of the Association;
- (b) Sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association, and
- (c) The purchase or sale of land on behalf of all owners.
- (d) Capital Improvements of more than \$5,000.

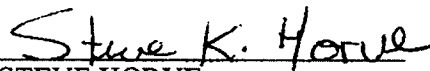
ARTICLE IX

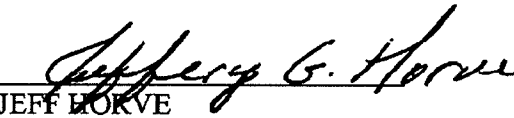
Fiscal Year

The fiscal year of the corporation shall begin on the 1st day of July and shall terminate on the 30th day of June of the next year.

IN WITNESS WHEREOF, these By-laws were approved and adopted by a meeting of the Board of Directors of the Association held on the 22nd day of March, 2005.


PAUL L. TATMAN


STEVE HORVE


JEFF HORVE

Being the initial Directors of
Prairie Winds Homeowners
Association

COUNTY CLERK'S CERTIFICATE

I, MARK SHELDEN, County Clerk in and for the County of Champaign and 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 said office:

A part of the Northeast quarter of Section 21 Township 19 North Range 9 East of the Third Principal Meridian being more particularly described as:

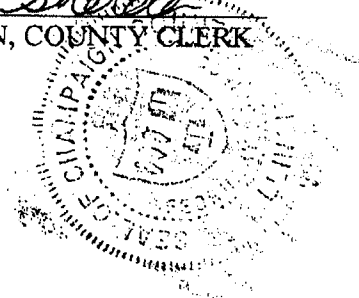
The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois. Containing approximately 5.63 acres.

The North half of the South half of the Northeast Quarter of section 21, Township 19 North, Range 9 East of the Third Principal Meridian, Except all that part that lies West of the East line of the following described tract of land, The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 22.37 acres.

SAID TRACT ALSO BEING DESCRIBED AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Permanent Index Nos.: 30-21-21-200-034 AND 30-21-21-200-035


MARK SHELDEN, COUNTY CLERK





HARRY M. COOK
ROBERT M. DEAN
JOSEPH D. CYCOTTE
SCOTT D. RIGHTER

RECORDING AGENT DESIGNATION

STATE OF ILLINOIS)
)SS
COUNTY OF MACON)

I, Robert M. Dean, Jr., Illinois Professional Land Surveyor, Number #2951, in accordance with PAB7-0705 (The Plat Act) do hereby designate the City of Urbana as the agent who may record "Prairie Winds Subdivision". A true copy of which has been retained by me to assure no changes have been made to said plat.

Macon County, Illinois

Dated: September 30, 2004

A handwritten signature in cursive script, appearing to read "R. M. Dean, Jr.", written over a horizontal line.

Robert M. Dean, Jr.

Illinois Professional Land Surveyor No. 2951

License expires November 30, 2004



2005R08364

RECORDED ON

04/01/2005 11:43:30AM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 97.00

REV FEE:

PAGES: 37

PLAT ACT:

PLAT PAGE: 1

Prairie Winds Sub

Date: 3-16-05

Instrument: Plat

Description: NE 1/4 21-19-9

Return to: Rob 384-2440

Fee: _____

2005R13394

830382

RATIFICATION OF PLAT

THIS RATIFICATION OF PLAT, made this 17th day of May, 2005, is made by FIRST BUSEY TRUST & INVESTMENT CO., as Trustee under the provisions of a Trust Agreement dated the 6th day of August, 1985, known as Trust No. 1-2125, and said Trustee hereby joins in and ratifies the Plat of Prairie Winds Subdivision recorded April 1, 2005, as Document No. 2005R08364.

RECORDED ON

05/20/2005 11:03:46AM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 25.00

REV FEE:

PAGES: 1

PLAT ACT: 0

PLAT PAGE:

IN WITNESS WHEREOF, the FIRST BUSEY TRUST & INVESTMENT CO., personally or individually, but solely as Trustee as aforesaid, has caused its name to be signed to these presents the day and year first above written.

FIRST BUSEY TRUST & INVESTMENT CO., as Trustee Under the Trust Agreement dated August 6, 1985, and known as Trust Number 1-2125

By Debra L. Taulock

Dale L. Dye
Corporate Secretary

STATE OF ILLINOIS)

) SS

COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Debra L. Taulock and Dale L. Dye, personally known to me to be the Trust Officer and Assistant Corporate Secretary of First Busey Trust & Investment Co. 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 delivered this instrument as the free and voluntary act of the trust company for the uses and purposes therein set forth.

Given under my Hand and Notarial Seal, this 17th day of May, 2005.

Marina R. Buttitta

Notary Public

Prepared by and return to: Fred K. Heinrich, McDonald & Heinrich Law Office LLC,
3121 Village Office Place, Champaign, IL 61822



2005R13394



* 2 0 0 8 R 0 4 6 9 8 2 *

2008R04698

RECORDED ON

02/29/2008 09:00:27AM

CHAMPAIGN COUNTY

RECORDER

BARBARA A. FRASCA

REC FEE: 25.00

RHSPS Fee: 10.00

REV FEE:

PAGES 2

PIAT ACT: 0

PIAT PAGE:

Amend / Corrected Plat

Cover Page

Barbara A. Frasca

Champaign County, Illinois

Recorder

**LAND SURVEYOR'S AFFIDAVIT
FOR CORRECTION OF ERROR
TO THE FINAL PLAT OF
PRAIRIE WINDS SUBDIVISION**

**STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)**

This affidavit is prepared and filed in order to correct ten (10) distances to the "Final Plat of Prairie Winds Subdivision" recorded as Document Number 2005R08364.

The first correction is the distance of the south line of Prairie Winds Subdivision. The distance shall read 1847.30' in lieu of 1849.36'.

The second correction is the distance of the south line of Lot 19. The distance shall read 57.63' in lieu of 60.00'.

The third correction is the distance of the north line of Lot 19. The distance shall read 125.54' in lieu of 128.03'.

The fourth correction is the distance of the north line of Lot 20. The distance shall read 151.85' in lieu of 154.69'.

The fifth correction is the distance of the north line of Lot 21. The distance shall read 150.89' in lieu of 153.97'.

The sixth correction is the distance of the north line of Lot 22. The distance shall read 149.93' in lieu of 153.26'.

The seventh correction is the distance of the north line of Lot 23. The distance shall read 148.97' in lieu of 152.55'.

The eighth correction is the distance of the south line of Lot 24. The distance shall read 112.25' in lieu of 116.02'.

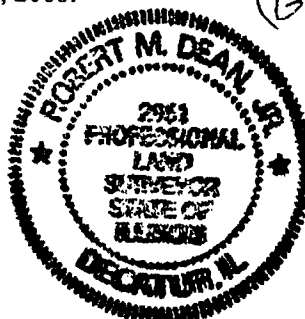
The ninth correction is the distance of the north line of Lot 24. The distance shall read 110.87' in lieu of 115.00'.

The tenth correction is the distance of the north line of Prairie Winds Subdivision. The distance shall read 1845.84' in lieu of 1849.96'.

The referenced distances are hereby corrected and shall become part of the said "Final Plat of Prairie Winds Subdivision"

Signed and sealed this 28th day of February, 2008.


Robert M. Dean
Illinois Professional Land Surveyor #2951
License Expires 11/30/2008



(G) Prepared By/Return To:
B.W.C.
2623 E. Pershing
Decatur, IL 62524