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Above Space for Recorder's Use Only

**PRAIRIE MEADOWS SUBDIVISION PHASE II
VILLAGE OF SAVOY,
CHAMPAIGN COUNTY, ILLINOIS**

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

SAVOY DEVELOPERS, INC, an Illinois corporation, being the sole owner of the real estate hereinbefore described in the surveyor's certificate on the face of the plat for Prairie Meadows Subdivision Phase II, Village of Savoy, Champaign County, Illinois, and also known as the Developer herein, has caused the same to be surveyed by David E. Atchley, Illinois Professional Land Surveyor No. 2950, and has subdivided said real estate into lots, streets, and commons, said subdivision to be known as Prairie Meadows Subdivision Phase II, herein also referred to as the Subdivision.

Developer hereby grants and dedicates for the use of the public as streets, driveways, and courts all of the streets, driveways, and courts shown on said Plat, and each of said streets, driveways, and courts shall be hereafter known by the respective names designated thereon.

Developer hereby dedicates perpetually the tracts shown on the Plat as utility and drainage easements to the public for use by utilities for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television, or any other similar use that the public entity in whose jurisdiction the easement lies deems a utility. All such utility improvements shall be located underground.

An owner of easement rights hereunder shall have the right to authorize persons to construct, occupy, maintain, use, repair, and reconstruct utilities within said easement and to maintain or authorize the utility to maintain said easement free from buildings, fences, structures, and obstructions of any kind whatsoever, except paving surfaces and as otherwise noted herein. No person shall obstruct said easement unless the entity with authority to do so authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as a result of use or maintenance of the easement for utility purposes. The cost of removing unauthorized obstruction shall be borne by the owner of the property on which said obstruction is located.

The owners of coextensive easement rights shall first determine whether improvements have been constructed by another authorized entity before commencing construction or maintenance hereunder, and shall construct and maintain improvements in a manner so as not to disturb, damage, or impede other pre-existing utility or drainage improvements. Breach of the foregoing requirement shall entitle the party suffering damage to recover from the breaching party all costs of repair, as well as costs of collection of same, including reasonable attorney fees.

The owners of easement rights granted hereunder hereby indemnify, hold harmless, and defend Developer, its successors and assigns, and the lot owners against any and all claims, suits, or damages (including court costs and reasonable attorney fees incurred by the indemnified party) or causes of action for damages, and against any orders, decrees, or judgments which may be entered in respect thereof, as a result of any alleged injury to person and/or property or alleged loss of life sustained as a result of the use of the easements granted hereinabove to or by the indemnifying party, its licensees, invitees, lessees, sublessees, successors, and assigns.

The owners of easement rights granted hereunder will not cause or permit the escape, disposal or release on the subject real estate of Hazardous Substances, nor will such owners do or allow anyone else to do anything that is in violation of any Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances, wastes, or materials by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection. The owners of easement rights granted hereunder hereby indemnify, hold harmless, and defend Developer, its successors and assigns, and the lot owners from and against any and all loss, penalty, fine, damage, liability or expense (including, without limitation, court costs and reasonable attorney fees) arising or resulting from or in any way connected with the breach of the foregoing obligations by such owners of easement rights.

Acceptance of the foregoing grants of easement by the Village of Savoy, public utilities, or any other party availing themselves of such easement rights shall bind such party to comply with any obligations set forth herein regarding use of such easement areas.

SCHOOL DISTRICT STATEMENT

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of their knowledge the school district in which the premises lie is Champaign Unit 4.

DECLARATION OF RESTRICTIONS

I. RECITALS

WHEREAS, Developer is the owner in fee simple and developer of certain real estate in Prairie Meadows Subdivision Phase II, Village of Savoy, Champaign County, Illinois, ("Subdivision"), which is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developer desires to develop the Subdivision into a residential neighborhood;

WHEREAS, Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any Lot therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate;

WHEREAS, Developer intends to, and does hereby declare that such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions; which such easements, restrictions, covenants and conditions shall run with the real estate and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.;

WHEREAS, Developer desires to preserve the integrity of the design, the continuation and enhancement of the landscape elements and other aesthetic additions on the property and provide for controls necessary to maintain the Property which if not maintained would adversely affect the Property and the Lot Owners.

NOW, THEREFORE, Developer declares as follows:

ARTICLE I DEFINITIONS

Certain words and terms used in this Declaration are defined as follows:

- (a) **Accessory Building:** Separate building or buildings or portions of the main building located on the same building site and which are incidental to the main building or to the main use of the premises.
- (b) **Annexation Agreement:** Annexation Agreement between the Village of Savoy, Mary E. Hulvey, Joyce S. Crouse, Glenard M. Hulvey, and Irwin N. Richardson and Judith A. Richardson, (owners the Hulvey Tract), Catherine A. Schweighart and Diane Louise Lindow, (owners of the Cain Tract), and Prairie Meadows Developer LLC, predecessor to Savoy Developers, Inc., (Developer), recorded February 8, 2006 as document no. 2006R03235.
- (c) **Architectural Control Committee:** A designated body with the authority to approve or disallow the placement of any structure on a building site.
- (d) **Association:** The Association of all the Lot Owners acting pursuant to the By-Laws through its duly elected Board. Until such time as the Association is formed, Association and Board shall be Developer.
- (e) **Board:** The Board of Managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.
- (f) **Building Site:** A portion of the subdivision consisting of at least one entire lot as platted.
- (g) **By-Laws:** The By-Laws of the Association, which are adopted by the Association.
- (h) **Common Areas:** All areas to be conveyed to and owned by the Prairie Meadows Homeowners' Association as defined by the Plat upon completion by the Developer of all required public improvements located in such Common Areas.

- (i) **Developer:** Savoy Developers, Inc., or its successor or assigns.
- (j) **Dwelling Unit:** A structure or portion thereof designed and constructed for the residential use of one household.
- (k) **Ground Floor Areas:** That portion of a dwelling which is built over a basement or foundation but not over any other portion of the dwelling.
- (l) **Lot:** Any parcel of land or other tract in Prairie Meadows Subdivision Phase II, Village of Savoy, Champaign County, Illinois against which this Declaration is recorded, together with any and all improvements thereon.
- (m) **Lot Owner:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.
- (n) **Majority or Majority of Lot Owners:** The owners of more than fifty percent (50%) of the Lots comprising the subdivision.
- (o) **Occupant:** A person or persons, other than a Lot Owner, in possession of a Lot.
- (p) **Person:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (q) **Plat:** The Final Plat of Prairie Meadows Subdivision Phase II, Village of Savoy, Champaign County, Illinois, as recorded with the Champaign County Recorder.
- (r) **Property:** That certain real estate herein described in Exhibit A and such additions thereto as may be brought within the jurisdiction of the Association or subject to this Declaration.
- (s) **Record:** To record in the Office of the Recorder of Deeds of Champaign County, Illinois.
- (t) **Reserves:** Those sums paid by Lot Owners which are separately maintained by the Board for purposes specified by the Board.
- (u) **Single Dwelling Lots:** Lots 201-254 of the Subdivision on which Developer intends for a separate and detached Dwelling Unit to be built.
- (v) **Structure:** Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).
- (w) **Subdivision:** Prairie Meadows Subdivision Phase II, Village of Savoy, Champaign County, Illinois, and all other subdivisions as shown on the Plat.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERE TO AND DELETIONS THEREFROM

1. Declaration. Developer declares that the real estate described on Exhibit A attached hereto and made a part hereof, together with all improvements and structures now and hereafter erected, shall be occupied subject to the covenants restrictions, easements, uses and privileges, changes and liens hereafter set forth which shall be binding on all parties having or acquiring any right, title or interest therein and shall inure to the benefit of each owner, Developer and the Association.

2. Platting and Subdivision Restrictions. Developer has caused the preparation and recording of the Plat. Subject to the restrictions set forth herein, Developer shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the above described Property and to record a document which makes any or all of the Property subject to these restrictions.

3. Description of Lots. All Lots are or shall be delineated on the Plat. The legal description of such Lot shall consist of the identifying number of such Lot as shown on the Plat.

4. Commons Area and Lots 200, 255, and 256. Developer shall deed the parcels of real estate designated on the Plat as the Commons Area and Lots 200, 255, and 256 (all of such areas being common areas for the purposes of assessment and maintenance, as provided herein) to the Prairie Meadows Homeowners Association, once said association has been established, for the use and enjoyment of all Lot Owners as easements for the uses described on the Plat.

ARTICLE III CONSTRUCTION REQUIREMENTS

1. Construction Requirements on Single Dwelling Lots. The construction of residences on the Single Dwelling Lots in the Subdivision shall be governed by the following specifications:

(a) Setback Lines. The setbacks shall comply with the zoning ordinance of the Village of Savoy. As of the date of recording of the Plat, the setbacks for Single Dwelling Lots are as follows: front yard setback – 25 feet; side yard setback -- 6 feet; and, rear yard setback – 20% of lot depth or a maximum 25 feet.

(b) Footage Requirements. One-story ranch style residences constructed on Single Dwelling Lots shall have a total living area of not less than one thousand seven hundred (1,700) square feet; one and one-half and two-story residences constructed on Single Dwelling Lots shall have a total living area of not less than one thousand nine hundred (1,900) square feet. Split-foyer and split-level style residences shall not be permitted.

(c) Permitted Exteriors. No wall board, aluminum siding, sheet metal, tar paper, or roofing paper shall be used for any exterior wall covering or roofs. Aluminum may be used for gutters and downspouts, soffit and fascia boards. Stone, brick, wood, vinyl and stucco style materials, shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. No excessively bright colors or light shadings shall be permitted on the exteriors of any building in the Subdivision. Twenty percent (20%) of the front elevation of each residence shall be brick or stone facing. The amount of brick or stone required may be reduced for certain architectural styles of homes with express written approval of the Architectural Review Committee. Modular construction shall be permitted only with express written approval of Developer, which may be withheld in Developer's sole discretion.

(d) Garages. Each Dwelling Unit constructed on a Single Dwelling Lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, two (2) standard-sized passenger vehicles, or, at a maximum, three (3) standard-sized passenger vehicles. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location. The minimum size for any garage shall be twenty feet by twenty-two feet (20'x22').

(e) Shingle Requirements and Roof Pitch. Only architectural shingles are allowed to be used on each residence. The color of the shingles must be approved by Developer. No three tab

shingles are allowed. Minimum roof pitch of six/twelve is required, and porch roof shall have a minimum of four/twelve pitch, unless Developer approves an alternate.

(f) Grates Requirement for Basement Windows in 6 foot Sideyards. Grates must be provided over basement window wells located within six (6) foot side yards.

2. Architectural Control.

(a) Developer shall be solely responsible for architectural control until Developer has assigned his rights under this Declaration to the Association in accordance with Article V, Section 6 of this Declaration. Thereafter, an architectural control committee shall be appointed by the Board ("Architectural Control Committee") and shall have the same rights as Developer under this Article III, Section 2.

(b) Developer shall have right and power to reject approval of plans submitted if they do not benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld. Developer has the authority to allow variances from the restrictions imposed herein if Developer determines, in its sole opinion, that the proposed improvements will otherwise meet the criteria established herein.

(c) No building, tower or swimming pool shall be erected, placed, or altered on any Lot in the Subdivision until the following are submitted to and approved by Developer: the building plan, the specifications thereof, showing the proposed construction, nature, kind, shape, height, material and color scheme thereof, building elevations, a site plan showing the Lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings, and the grading plan of the building site shall have been have been submitted to and approved by Developer. A minimum of two (2) copies of all building plans, specifications, and site plans shall be submitted before commencement of any construction on a Lot.

(d) Developer, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the building with respect to topography and finished ground elevation. One copy of said building plans, specifications, and site plans shall be retained by Developer. Developer, at Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. If Developer fails to give written approval or disapproval to such plans and specifications within thirty (30) days after same has been received by Developer, the plans and specifications shall be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction of the size or exterior of the building, either as to materials or colors, must be approved in writing by Developer prior to continuation of construction. Panelized construction and modular construction are allowed only with and subject to Developer approval. Developer shall have no liability to any Lot Owner for the failure of a Lot to comply with the restrictions set forth herein or for approving any plans which do not comply. Written approval of Developer of plans and specifications and construction in accordance with those specifications shall be deemed to constitute compliance.

(e) The approval by Developer of any plans and specifications, site plan, grading or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by Developer of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval as in connection with the same Lot.

3. Commencement of Construction. Any individual or entity acquiring a vacant Lot from Developer must commence construction within twenty-four (24) months after the conveyance of title,

unless a written extension is granted by Developer. If Developer elects to grant any such extension, as a condition to any such extension, Developer may demand reimbursement of any utility deposits which remain unrefunded due to failure to hook up a Dwelling Unit on such Lot, with the right to any future refund for such Lot to be assigned to the Lot Owner. All construction must be completed in accordance with approved plans, and the lot must be maintained by the Lot Owner at all times by trimming grasses and weeds to be no taller than six (6) inches. In the event such construction is not commenced within the allotted time, Developer shall have the absolute right, at its sole option, to repurchase the Lot by repayment of the original purchase price, in cash, with no interest to have accrued thereon. In the event a Dwelling Unit is commenced but not completed within the allotted time after written notice to the Lot Owner and failure of the Lot Owner to cure within sixty (60) days, Developer shall have the absolute right, at its sole option, to repurchase the Lot for the original purchase price.

4. Non-Occupancy and Diligence during Construction. The work of construction of any building shall be prosecuted diligently and continuously from the time of commencement until the exterior construction is substantially completed. No Dwelling Unit shall be occupied as a residence until the exterior of such Dwelling Unit is completed in accordance with the approved plans and a certificate of occupancy has been issued.

5. Driveways and Curb Cuts. All driveways leading from the street to the garage must be made of blacktop, concrete, or other materials permitted by Developer, in compliance with Village of Savoy requirements. Curbs which are removed for the purpose of making a driveway entrance, shall be replaced as far as the nearest construction or expansion joint to ensure a smoothly joining entrance, with a radius of return of at least five (5) feet.

6. Sidewalks. Each Lot Owner shall be responsible for constructing the public sidewalk on his or her respective lot at the Lot Owner's sole cost and expense. Construction of the public sidewalk shall be completed immediately after completion of a residence on the subject Lot. If the sidewalk as initially constructed by the Lot Owner does not meet Village of Savoy requirements, the Lot Owner shall immediately cause the sidewalk to be repaired to bring the sidewalk to public code standard.

ARTICLE IV USE AND OCCUPANCY OF LOTS

1. Property Use. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family Dwelling Unit and private garage on the Single Dwelling Lots. No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal, or other business purpose.

2. Landscape Requirements.

(a) Yards. As soon as weather permits after the construction of a residence on any Lot in this subdivision, the owner shall sod the front yard and shall sod or seed the remaining yard space; further, the owner of a corner Lot shall sod the yard adjacent to both streets to the front of the house.

(b) Trees. A tree not smaller than two and one half inches (2½") in diameter (measured four feet above the ground) shall be planted and maintained in the front parkway within six months of occupancy of a residence on a Lot. Lot owners shall obtain requisite permits for planting tree(s) in the parkway from the Village of Savoy, and the tree species shall conform with the Village of Savoy approved species list in effect at time of planting.

(c) Plantings. The area between the Dwelling Unit and the sodded yard shall be covered in stone or bark and a minimum of fifteen (15) plantings; such plantings shall be completed by Lot Owners within six (6) months of occupancy of a residence on a Lot.

(d) Completion. Landscaping must be complete within six (6) months of occupancy, including final grading, sodding, mulching and front planting.

(e) Maintenance. Landscaping that dies shall be replanted and all landscaping shall be maintained in a healthy condition.

3. Sewer Requirements. All Dwelling Units shall connect with the sanitary sewer system in accordance with all applicable health codes. No individual on-site sewage disposal system or water supply well shall be installed or maintained on any Lot.

4. Swimming Pools. In-ground swimming pools are permitted on Single Family Lots only. Above-ground pools shall not be permitted anywhere in the Subdivision. All swimming pools must be enclosed by fencing approved by Developer and shall, in all respects, comply with applicable ordinances and building codes. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view.

5. Signage. Any residential for sale or builder signage used on any Lot shall be limited to a maximum area of eight square feet. Only one builder sign and one real estate agent sign shall be permitted on each Lot.

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

7. Sump Drain Line. All sump pump drain lines must be connected to the storm sewer by Lot Owner at Lot Owner's expense.

8. Dumpster. During construction a dumpster is required to be on the property for disposal of construction materials. The Lot Owner and Lot Owner's contractor are both responsible for seeing that no open flame or burning of construction materials occurs at the construction site. All trash must be deposited in the dumpster, and contractors are required to sweep the streets to remove all mud, dirt and gravel deposited by their construction.

9. Drainage. All Lots shall be graded so as to maintain the existing drainage pattern and comply with the Subdivision grading plan. No Lot Owner shall divert water to a neighboring Lot, and no Lot Owner may alter its drainage pattern without obtaining prior Developer approval. Each Lot Owner shall be solely responsible for compliance with this Section. Developer shall have no liability for ensuring compliance or enforcement.

10. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, in the Subdivision.

11. Replatting. No Lot or Lots as platted shall be divided so as to result in creating additional lots. Developer, at Developer's sole discretion, may permit a Lot or a portion of a Lot to be added to an adjacent Lot to create a larger Lot, provided that the resulting remainder of a Lot is of sufficient size to construct a residence upon it in accordance with the construction requirements detailed herein, and further

provided that the location of the building setback lines shall be modified to reflect the new size of each Lot. Provided, however, that any replatting or change of lot lines must be accomplished in compliance with the Village of Savoy Subdivision Ordinance requirements and procedures.

13. Foliage Removal. No trees or other significant foliage, other than trees or foliage which are dead, hazardous, or reasonably impede construction of a Dwelling Unit or interfere with an easement, shall be destroyed or removed from any Lot without the consent of Developer. Any destruction or removal of plantings in the right-of-way must comply with the Village of Savoy right-of-way plantings policy.

14. Offensive Activities. No noxious, hazardous, or offensive trade, object, or activity which may be or may become a nuisance, hazard or danger to the neighborhood, by site, sound, odor, or otherwise, shall be performed or maintained on any Lot or other part of the Subdivision.

15. Animals. No animal other than domesticated house pets shall be kept or maintained within the Subdivision. No pet runs shall be permitted in the Subdivision. All pets must be leashed or kept in an improved enclosure. Each Lot shall be limited to no more than two dogs and two cats unless otherwise approved by Developer.

16. Property Maintenance. All Lot Owners shall keep their Lots well-maintained and in a presentable condition. All owners of vacant Lots are required to maintain the front forty feet (40') of each Lot so that it is mowed to a height of a maximum four inches (4"). The owner of corner Lots must mow not less than forty feet (40') back from any curb. The owners of Lots 219-226 and Lots 228-238 (which lots are contiguous to Lot 200, the common area which serves as the stormwater detention basin for the Subdivision) shall be responsible for turf installation, maintenance, mowing, and weed control for the portion of Lot 200 lying between his or her respective lot and the water's edge of the basin, which area shall be considered a part of each contiguous Lot for purposes of this Section 16.

In the event a Lot presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, Developer shall attempt to notify the Lot Owner in writing of the objectionable condition of the Lot, with said notice to be mailed by certified mail, if more current information is not available, to the address listed with the Champaign County Supervisor of Assessments for the mailing of tax bills for said Lot. If the condition of said Lot is not adequately improved within ten (10) days of the mailing of such notice, Developer may undertake such reasonable acts as may be necessary to improve the condition of the Lot. Any charges sustained by Developer may be charged to the Lot Owner, and, at the option of Developer, may constitute and be recorded as a lien against said Lot. Such liens may be enforced against the Lot Owner's property as permitted by law. Such liens must be recorded within two (2) years of the time the debt was incurred and, unless enforced, shall expire within two (2) years of recording. Attorneys' fees and court costs shall be recoverable for filing and enforcement of such lien

17. Vehicle Storage. All Lot Owners shall provide and use at all times off-street parking for the number of automobiles in use by the Lot Owner or residents of the Lot. No recreational vehicles, trailers, vans, mobile homes, boats, or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular basis or for more than three (3) days at any time (and solely for the purpose of loading and unloading) within the confines of the Subdivision unless same is enclosed and concealed from view within a garage on the Lot Owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways. No disabled automobiles shall be stored on a Lot except within a garage concealed from view.

18. Supply Storage. No building material of any kind or character shall be placed or stored upon a Lot until the Lot Owner is ready to commence improvements in compliance with an approved architectural plan. Except as necessarily incidental to construction of buildings and structures on Lots, no

new or used construction materials, supplies, unused machinery, or the like shall be kept or allowed to remain in the Subdivision unless stored inside a building and concealed from view. In the event the Lot Owner fails to comply with the provisions of this Section 18, the Association may give said Lot Owner written notice requesting cure of said violation. In the event the Lot Owner fails to cure said violation within fifteen (15) days of the date of the written notice, the Association shall have the right to enter onto the property and remove said materials and charge the Lot Owner for the costs thereof. The Association shall have the right to file and enforce a lien against said Lot for the amount of said charge as well as administrative and reasonable attorney fees incurred by the Association pursuant thereto.

19. Garbage Service. Garbage shall be placed on the curb for pickup only on the morning of pickup.

20. Outdoor Lighting. All Lot Owners, upon completion of construction of the Dwelling Unit, shall install in the front area of their Lot, suitable, Developer-approved, lighting for night illumination of the frontage area of their Lot.

21. Fencing. Developer reserves the right to install a perimeter fence to the subdivision. Developer has approved the following fencing types for all Single Dwelling Lots, except Lots 219-238 (which lots border Lot 201 (stormwater detention)): black or bronze ornamental fencing, tan or white vinyl fencing, and wood cedar fencing. Only black or bronze ornamental fencing shall be allowed for Lots 219-238. Wood cedar fencing must be treated at the time of construction, and continuously maintained, with a stain in a color compatible to the residence located on the respective Lot. Fencing shall not exceed a maximum height of six feet (6') except fences surrounding in-ground swimming pools which shall be the height required by Village of Savoy code. No dog runs of any kind shall be permitted in the Subdivision. All fencing must meet these approved fencing specifications.

22. Patios and Privacy Screens. Lot Owners may erect privacy screens on their respective Lots provided that said screens do not exceed six (6) feet in height or eight (8) feet in width. A patio is permitted on each Lot, located to the rear of the Dwelling Unit. Each patio shall be limited to a maximum depth of sixteen feet (16') and a maximum width of twenty feet (20'); provided, however, that Lot Owners may exceed this maximum patio size limitation with the express consent of the Architectural Review Committee.

23. Hazardous Substances. No Lot Owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective Lot. Lot Owners shall not do, nor allow anyone else to do, anything affecting their Lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their Lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

Lot Owners shall promptly give the Association written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving their Lot and any Hazardous Substance or Environmental Law of which Lot Owners have actual knowledge. If the Lot Owners learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting their Lot is necessary, the Lot Owners shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 23,

“Environmental Law” means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

24. Items Affixed to Exterior; Window Coverings; Hanging of Laundry. Lot Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the buildings and no sign, awning, canopy, shutter, radio or television antenna or satellite dish shall be affixed to or placed upon the exterior wall or roof or any part thereof or on the Lots without the prior written consent of Developer, except that no prior approval shall be required for satellite dishes not exceeding 24 inches in diameter provided such dishes are placed in the rear of the Lot and obscured from view by landscaping. No clothes, sheets, blankets, laundry, windsocks or other articles of any kind shall be hung out or exposed on any part of the Lot. The coverings of interior surfaces of windows, whether drapes, shades or other items visible on the exterior of the building shall be of a solid light neutral color on the side that is visible from the exterior.

ARTICLE V

APPLICATION, AMENDMENT AND ENFORCEMENT OF DECLARATION; ASSIGNMENT OF DEVELOPER’S RIGHTS

1. Application of Restrictions. All persons, corporations, trusts or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with and shall be bound by the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of Dwelling Units and improvements therein, as hereinafter set forth.

2. Amendment of Restrictions/Plats. Until Developer divests himself of all interest in all Lots of the Subdivision, Developer shall retain the right to amend, modify or annul any of the restrictions detailed herein or on the Plat by a written instrument to be recorded in the Office of the Recorder of Deeds, Champaign County, Illinois. Upon the sale of all of Developer’s interest in the Subdivision, these restrictions may be amended by the affirmative vote of two-thirds (2/3) of the total Lot Owners in the Subdivision, with the collective owners of each Lot to have one vote in regards to any such amendment. However, after Developer’s sale of any Lot, no amendment of these restrictions or the Plat of the Subdivision shall significantly impede or alter the continued development of the Subdivision in accordance with the general intent of Developer as expressed herein. However, the covenants provided in Article II, paragraphs 2 and 4, Article III, paragraphs 1a, 1f, 5, and 6, Article IV, paragraphs 3, 7, 10, 11, 12, 13, 14, 19 and 23, Article V, paragraphs 1, 2, 3, 4, and 8, and Article VI, paragraphs 1, 2, 3b, and 3d, shall not be released or amended without the specific written approval of the Board of Trustees of the Village of Savoy, which covenants the Village of Savoy shall have standing to enforce.

3. Enforcement of Restrictions. Any Lot Owner in the Subdivision, the Developer, and/or the Association when formed, as well as the Village of Savoy with respect to the covenants specified in the preceding paragraph 2, shall be entitled, but not required, to prosecute, in any proceeding in law or equity, any owner violating or attempting to violate any of the restrictions or covenants contained herein, to either prevent said Lot Owner from committing said violation or to recover damages for such violation. In the event the Developer, a Lot Owner, the Association, or the Village of Savoy is required to undertake legal action for the enforcement of these Restrictions or a lien filed in accordance with these Restrictions, the Developer, Lot Owner, Association, or the Village of Savoy shall be entitled to any and all costs, expenses, and fees, including attorneys fees and costs of litigation, which may be paid or incurred in enforcing these Restrictions or foreclosure of lien.

4. Invalidation of Restrictions. Invalidation of any portion of these restrictions by judgment of court order shall not affect any remaining restrictions, which shall remain in full force and effect and be construed, as closely as possible, with the original intent of Developer.

5. Limitation of Liability. In no event shall any action or inaction by Developer in regards to Developer's powers or duties expressed herein constitute or give rise to any liability against Developer, provided such action or inaction does not constitute fraud or gross negligence.

6. Developer Right to Assess. Until such time as the Developer assigns its rights, duties, and obligations to the Association, as provided in paragraph 7 hereafter, the Developer shall be empowered to assess each individual Lot for said Lot Owner's proportionate share of the annual costs of maintenance of common areas and operational costs (with a reasonable reserve). The assessment against each Lot in the Subdivision shall be in equal amounts regardless of a Lot's size. The amount of the annual assessment charged to each Lot Owner by the Developer may not exceed the sum of \$150.00 per year, adjusted for inflation. The Developer shall have the same rights afforded the Association provided in Article VI to collect assessments, including the right to record a lien on Lots for which Lot Owners have failed to pay assessments.

7. Assignment of Rights by Developer. Developer shall have the right to sell, assign, transfer, or convey all of the rights of Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds, Champaign County. Developer may, from time to time, appoint a designated agent to act for Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative. Upon the formation of the Association and the recording of written authorization from Developer, all rights, duties, and obligations of Developer herein contained shall be transferred to the Association unless certain rights are specifically retained. Until the sale of one hundred percent (100%) of the Lots, Developer, in such written transfer of rights, duties, and obligations may retain specific rights, including, without limitation, the right to approve construction plans and grant extensions for commencement of construction. Upon the sale of all Lots in the Subdivision, such transfer of all such rights, duties and obligations set forth in these restrictions to the Association shall be automatic.

8. Developer Right to Convey Common Areas to Park Districts and Similar Entities. The Developer shall have the power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and shall have the power to convey any said common areas to said municipal government or park district, provided said property is within the jurisdictional boundaries of such municipal government or park district.

ARTICLE VI PRAIRIE MEADOWS HOMEOWNERS' ASSOCIATION

1. Membership in Association. Upon its formation, all Lot Owners in the Subdivision shall become members of the Association. Membership in the Association shall run with the land, and any conveyance of an interest to property in the Subdivision shall be deemed a conveyance of the associated membership in the Association.

2. Formation of the Association. The Association shall be formed the earlier of a) the sale of all of the Developer's interest in the Subdivision, or b) the sale of seventy-five percent (75%) of the Lots in the Subdivision, plus written approval by the Developer for formation of the Association. The Association shall be deemed formed when a written notice of the formation of the Association has been recorded in the Office of the Champaign County Recorder of Deeds and indexed to each Lot in the Subdivision.

3. Powers and Duties of Association. Once formed, the Association shall have the following powers and duties:

a. Litigation. The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions pertaining to the Subdivision in its own name and on its own behalf.

b. Maintenance. A primary purpose of the Association will be to provide for the ownership, development and maintenance and upkeep of the common areas and storm water detention basins of Prairie Meadows Subdivisions, as well as any under drains and appurtenances constructed within such subdivisions. Upon completion of the detention basin improvements, the Developer shall convey Lots containing detention basins to the Association, and the Association shall accept such conveyance and assume all maintenance responsibility for the basins. The Association shall also maintain in a well kept condition any additional fence the Developer may chose to erect around the perimeter of the Subdivision and mow and maintain the property extending outward from the Subdivision to adjacent roadways.

c. Construction Approval. Upon written grant of authority from the Developer, the Association shall be responsible for the approval of construction in the Subdivision in accordance with the restrictions and the issuance of certificates of compliance through the Architectural Control Committee.

d. Assessments. The Association shall be authorized to assess fees against the Lot Owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established.

e. Ownership of Property. The Association may own property in its own name.

f. Full Powers. Upon written grant of authority from Developer pursuant to Article V, Section 6, the Association shall have all rights otherwise reserved to Developer.

4. Organization and Operation of the Association. Once formed, the Association may establish guidelines and By-laws for operation of and membership in the Association. The Association may elect to be organized and operate as a not-for-profit corporation or any other type of legal entity.

5. Initial Meeting and Organization of Association. Notice of the initial meeting of the Association shall be provided by the Developer by either delivery or mailing of notice, regular mail, to each Lot Owner in the Subdivision. The notice shall detail the date, time and place of the initial meeting of the Association, with said meeting to be held within forty-five (45) days of the date of the notice. Developer may conduct the initial meeting until such time as the first election of trustees. If Developer should fail to schedule the initial meeting of the Association after such time as when the Association should have been formed, the initial meeting can be scheduled by any individual Lot Owner in the Subdivision by following the procedures noted herein.

6. Voting Rights. In regards to all Association matters, one vote may be cast by the collective owners of each Lot of record in the Subdivision. Voting in Association matters may be done in person or by written proxy for specific issues, or general proxies provided same, on their face, expire within six months of execution.

7. Election of Board. At the initial meeting of the Association, the Association shall select a temporary board and a nominating committee to present a slate of board members to be presented at an election of the board to be held within sixty days of the initial meeting. Each Lot Owner shall be entitled to cast one vote for each Lot owned for the election of the members of the Board the Association.

Initially, the Board shall consist of five (5) members. Those five individuals receiving the highest total of votes shall be elected as the Board. The Board shall have the following rights and duties:

a. Budgets. The Board shall formulate a budget based on the estimated annual expenses of the Association for maintenance of common areas and operational costs with a reasonable reserve.

b. Assessments. The Board shall provide for the assessment of fees to each Lot owner in an amount necessary to provide the funds required pursuant to the budget.

c. Employment. The Board shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the entryway sign, and to employ and retain on behalf of the Association such legal, accounting, or other professional services as may be required by the Association.

d. Preparation of By-Laws. The Board shall formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.

e. Payment. The Board shall pay the bills of the Association and maintain accounts and books and records in accordance with standard accounting practices.

8. Provisions Relating to the Board. Unless and until the Association adopts new by-laws, each Board member shall be elected for a period of three years, provided, however, that the two Board members receiving the fewest number of votes at the initial meeting of the Association shall be elected for a term of two years and one year, respectively, with their successors to be elected for three year terms; thus staggering the terms so that in each year, one Board member is elected. The Board members shall provide for at least an annual meeting of the Association to held at a reasonable time and place, which meeting shall include the election of one new Board member, with notice of said meeting to be made by delivering or mailing such notice, regular mail, to all Lot owners or by conspicuously posting notice of said meeting for fourteen (14) days in advance of the meeting in at least three places in the Subdivision. Board members shall not be entitled to receipt of compensation for their acts as Board members, nor shall any Board member receive compensation for professional advice provided to the Association. Absent fraud or gross negligence, no Board member shall be personally liable for any act or failure to act on behalf of the Association.

9. Adoption or Amendment of By-Laws. The Association may adopt or amend the By-Laws of the Association upon the affirmative vote of three-fourths of all Lot Owners in the Subdivision.

10. Assessments. The Association shall be empowered to assess each individual Lot for said Lot Owner's proportionate share of the budget established by the Board. Assessments against each Lot in the Subdivision shall be in equal amounts regardless of a Lot's size. Regardless of the budget established by the Board, the amount of the annual assessment charged to the Lot Owners may not exceed the sum of \$150.00 per year, adjusted for inflation, unless the amount of the annual assessment is approved by at least three-fourths (3/4) of the Lot Owners in the Subdivision.

11. Liens. Any amount assessed against an individual Lot which remains unpaid thirty (30) days after said assessment, plus the costs of filing a lien including attorney's fees, becomes due may, at the option of the Board, become a lien against the Lot by placing notice of record with the Champaign County Recorder of Deeds. In order to become a valid lien, said lien must be placed of record within two (2) years of the time said amount claimed became due, with the lien to expire two (2) years after recording of the same. Payment of said lien may be enforced by foreclosure of lien, or any other method permitted by law, and the Association may recover reasonable attorney's fees and court costs incurred in recovery of amounts due.

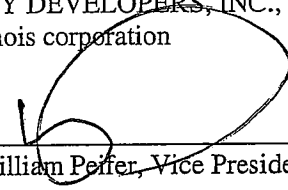
12. Conveyance of Common Areas to Park Districts and Similar Entities. The Association shall have the power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and shall have the power to convey any said common areas to said municipal government or park district subject to a vote of the majority of the Association, provided said property is within the jurisdictional boundaries of such municipal government or park district.

13. Association Address and Phone Number. The Association shall establish a publicly listed telephone number and post office box in the municipality to which the subdivisions are annexed, both to be maintained and monitored by the President of the Association at the Association's expense, until such time as the purpose of the Homeowners' Association shall no longer exist.

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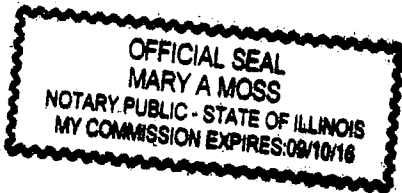
IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED THEIR SIGNATURES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

DEVELOPER: SAVOY DEVELOPERS, INC.,
an Illinois corporation

By: 
William Peifer, Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in said County, in the State aforesaid, DO HEREBY CERTIFY that William Peifer, who is personally known to me to be the Vice President of Savoy Developers, Inc., an Illinois corporation, and whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act as such officer, and as the free and voluntary act of such corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute such instrument. Given under my hand and Notarial Seal this 1st day of January, 2113.



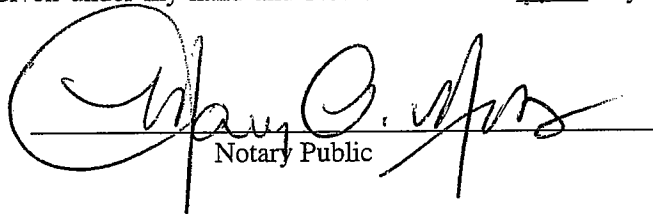

Notary Public

EXHIBIT A

A tract of land being a part of the Northeast Quarter of Section 1, Township 18 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

Beginning at the Northeast corner of Prairie Meadows Subdivision Phase 1, a subdivision as recorded at the Champaign County Recorder's Office, said point also being at the Northeast corner of Lot 13 of Phoenix Baker's Subdivision, a subdivision as recorded at the Champaign County Recorder's Office; proceed South 00° 22' 56" East 641.45 feet along the East line of said Lot 13 of Phoenix Baker's Subdivision and the East line of said Prairie Meadows Subdivision Phase 1 to the Southeast corner of Prairie Meadows Subdivision Phase 1 being the True Point of Beginning: continue South 00° 22' 56" East 1316.00 feet along the East line of said Lot 13 of Phoenix Baker's Subdivision; thence South 89° 36' 36" West 179.65 feet; thence North 00° 23' 24" West 35.00 feet; thence South 89° 36' 36" West 941.42 feet; thence North 00° 23' 24" West 231.00 feet; thence South 89° 36' 36" West 120.00 feet; thence North 00° 23' 24" West 180.59 feet; thence North 89° 36' 36" East 120.00 feet; thence North 00° 23' 24" West 231.00 feet; thence South 89° 36' 36" West 35.58 feet; thence North 00° 23' 24" West 300.00 feet; thence North 89° 36' 36" East 893.00 feet; thence North 00° 23' 24" West 300.00 feet to the South line of said Prairie Meadows Subdivision Phase 1; thence North 89° 36' 36" East 144.00 feet along the said South line; thence North 00° 23' 24" West 38.41 feet along the said South line; thence North 89° 36' 36" East 119.83 feet along the said South line to the True Point of Beginning encompassing 27.069 acres, more or less, in Champaign County, Illinois.