

38/1

4415 S. HENRIETTA  
RD 1 BOX 207  
SPRINGFIELD, MO 65705



Final Pilot Approval:

The final part entitled LIBERTY ON THE LAKE IN PHASE 1 has received a recommendation for (approved) (disapproved) by the Planning Commission of Sonoma County the ~~24th~~ day of October, 2003.

The local plot entitled LIBERTY ON THE LAKE & PHASE 2 was received approvingly by the Board of Trustees of the VILLAGE OF SAVOY KILNDS. This plot shall be recorded with the recorder of deeds, Champaign County, Illinois within one (1) year of the date of the adoption of the resolution.

Wasec m-ly  
President Board of Trustees  
Billie K. Brown  
Village Clerk



Signed and sealed this 1<sup>st</sup> day of October 200<sup>th</sup>

David E. Alenkey  
David E. Alenkey  
English Professor, Ford University, 2010

John S. Ball  
Officer & Submitter  
Society of the Sons of the American Revolution

|                     |                                                                                               |                                                                                |          |
|---------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------|
| <b>HDC</b>          | 201 West 54 <sup>th</sup> Street Suite 2A<br>Cambridge MA 02142-0146<br>Phone No 781-732-8879 | Service Date<br>Shipment Date<br>Buy Order Date<br>Accession Date<br>Draw Date | 01/31/21 |
| <b>PROTECHNICAL</b> | Engineering Design Firm License No. 194-0032-3<br>Professional Seal Expires 4/30/2006         | Sheet                                                                          | 1 of 3   |
| Fall Book           | Project Number 00183                                                                          | Owner By A/P 2008                                                              |          |

SURVEYOR'S NOTES

[illegible]

Curve numbers may be used with curve data

**SURVIVOR'S CERTIFICATE**

**SURVIVOR'S CERTIFICATE**

STATE OF KENTUCKY  
COUNTY OF CHAMBERLAIN

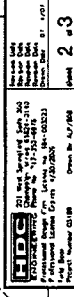
I, David E. Acheson, being First Professional Land Surveyor Number 2560, do hereby certify that at the request of the owner, Liberty on the Lake LLC 12415 53rd Street North Lake Elmo, we have caused a Survey to be made and a Plat to be drawn under my direct supervision of the following described tract of land:

A tract of land being a part of the Southwest 1/4 of Section 35 Township 19 North Range 4 East of the Third Principal Meridian being more particularly describe as follows:

[illegible]

For a man who strives to locate the site of 1935 land by subdividing it into lots street right-of-ways and other areas etc which said lands have been so subdivided and have numbered the lots which numbers are shown in larger size on the plat and have stated the precise dimensions in feet and hundredths of feet of said lots streets and other areas and that reference has been made upon said plat to permanent survey monuments and have placed survey monuments on shown on the plat, and the Subdivision shall be known as "Liberty on the Lake Phase 1."

2007R28800 2 OF 39







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2007R28800

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF CHAMPAIGN )

RECORDED ON  
10/24/2007 02:47:20PM  
CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA  
REC FEE: 100.00  
RHSPS Fee: 10.00  
REV FEE:  
PAGES 38  
PLAT ACT:  
PLAT PAGE: 1

**LIBERTY ON THE LAKE II, PHASE I, SUBDIVISION  
OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LIBERTY  
ON THE LAKE L.L.C., being the owner/developer of the following described  
real estate:

(see Exhibit "A" attached)

shown on the plat and described in the Surveyor's Certificate thereunto attached  
has caused the said described real estate to be surveyed and platted by David E.  
Atchley, Illinois Professional Land Surveyor No. 2950, Champaign, Illinois, in the  
manner shown on said Plat, as a subdivision to be perpetually known as  
LIBERTY ON THE LAKE II, PHASE I, SUBDIVISION, Champaign County,  
Illinois, and does hereby dedicate the areas of the tract, including sub-surface,  
surface and airspace under, on and over such tracts shown on the plat as streets,  
roads, avenues, drives, boulevards, highways crosswalks and alleys (collectively  
"right-of-way"), respectively, to the Village of Savoy, 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 or

any other use the Village of Savoy shall deem to be necessary or useful to the public. The Village of Savoy shall have the right to maintain said right-of-way free from buildings, fences, structures or any obstructions of any kind whatsoever. No person shall obstruct said right-of-way unless the public entity with authority to do so otherwise authorizes said obstruction in writing.

Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located. The streets, avenues, drives, roads, highway and boulevards shall bear the respective names as shown on the plat subject to the right of the Village of Savoy to change said name as provided by law.

Owner hereby dedicates to the Village of Savoy Commons lots 576, 579, 580 and 581 as shown on the plat for use by the public perpetually with the right, but not the obligation, to use, construct, maintain, repair and occupy said Commons lots for pedestrian, bicycle and other means of transportation allowed and/or permitted by the Village of Savoy. Owner understands and agrees that the Village of Savoy, pursuant to the Annexation Agreement between Owner and the Village of Savoy, will accept said dedication and assume jurisdiction of said Commons Lots 576, 579, 580 and 581, when it determines to do so, and after Owner has graded such lots to a condition acceptable to the Village of Savoy. Until the Village of Savoy elects to accept such dedication and assume

jurisdiction of said lots, the Owner and the Liberty on the Lake of Savoy Property Owners' Association shall maintain said lots in compliance with Village of Savoy ordinances. Owner shall, upon request from the Village, deliver a quitclaim deed(s) for such lots, pursuant to said Annexation Agreement.

Owner hereby dedicates to the Village of Savoy easements shown on the plat for use by utilities perpetually to the Village of Savoy for utility purposes including, but not limited to, water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television or any other such use that the public entity in whose jurisdiction the easement lies shall deem to be a utility. The Village of Savoy shall have the right to authorize persons to construct, occupy, maintain, use, repair and reconstruct utilities within said easements and to maintain or authorize the utility to maintain said easements free from buildings, fences, structures and obstructions of any kind whatsoever. No person shall obstruct said easements unless the public entity with authority to do so authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

Owner hereby dedicates the easements shown on the plat for use by utilities perpetually to the Village of Savoy, for utility purposes including, but not limited to, water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television or any other such use that the public entity in whose jurisdiction the easement lies shall deem to be a utility. The Village of Savoy shall have the right to authorize persons to construct, occupy, maintain, use, repair and reconstruct utilities within said easements and to maintain or authorize the utility to maintain said easements free from buildings, fences, structures and obstructions of any kind whatsoever. No person shall obstruct said easements unless the public entity with authority to do so authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

Owner hereby dedicates the easements shown as drainage easement or drainage ways or facilities perpetually to the Village of Savoy for storm water drainage purposes including, but not limited to, constructing, using, operating, maintaining, repairing or reconstructing storm water drainage detention, retention, inlet or outlet facilities or any combination thereof and including the

right to place spoil from drainage facilities on the same and to maintain said easement free from any building, fences, structures, and obstruction whatsoever.

### **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 lies is Champaign Community Unit School District No. 4.

### **DECLARATION OF COVENANTS**

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Surveyor's Certificate shall, by adopting the description of said platted land as LIBERTY ON THE LAKE II, PHASE I, SUBDIVISION, be taken and understood as incorporating in all such conveyances, without repeating the same, the following Covenants as being applicable to each tract of land described in said Surveyor's Certificate, and to all lots in the subdivision unless otherwise stated.

The following definitions shall apply to the following Covenants:

Adjacent Zero Lot Line Residence: each of the two Residences in a Zero Lot Line Duplex, which share a Party Wall with each other.

Architectural Committee: that committee to which all plans and specifications of any structure to be constructed on any Lot must be submitted and approval received in writing prior to construction, and other duties, powers and authority as set forth in the Covenants.

Board: the Board of Directors of the Property Owners' Association.

Commons: those Lots that are to be owned by the Property Owner's Association for the use of all Lot Owners and identified as "Commons" on the recorded plat of any Liberty on the Lake II Subdivision.

Covenants: the covenants recorded with the Liberty on the Lake II, Phase I, Plat of Subdivision.

Developer: Liberty on the Lake, LLC

Duplex: two Residences with a common wall and located on a single Lot.

Duplex Lot: a Lot designated by these Covenants and/or by zoning for use of two Residences in the same structure.

Lake Lot: any Lot that backs onto a Commons that contains a lake.

Liberty on the Lake II Subdivisions: those subdivisions developed by Developer within the SW ¼ Sec. 35 T. 19 N., R 8 E, 3<sup>rd</sup> P.M. in Champaign County, Illinois.

Lot: any lot in the recorded plat of subdivision of Liberty on the Lake II Subdivisions and any re-plat of any such Lot(s).

Lot Owner: the owner(s) of any Lot.

Party Walls: Any wall that divides a Zero Lot Line Duplex into two Residences and is located on a property line between Lots and which stands partly upon one Lot and partly upon another.

Privacy Fence: a fence with a height greater than four feet above ground level and of a design that is less than 75% open area as viewed perpendicular to the fence.

Property Owner's Association: Liberty on the Lake of Savoy Property Owner's Association.

Residence: one or more rooms designed, occupied or intended for occupancy as living quarters for the use of a single family household.

Single Family Lot: a Lot designated by these Covenants and/or by zoning to be used for a detached Residence.

Zero Lot Line Duplex: two Residences which share with each other a Party Wall.

Zero Lot Line Residence: each Residence in a Zero Lot Line Duplex.

Zero Lot Line Lot: a Lot created by re-platting a Lot originally designated as a Duplex Lot into two Lots to allow for the individual ownership of a Zero Lot Line Residence on each Zero Lot Line Lot and a Party Wall on each new Lot line that divides the original Lot.

1. Allowable Structures.

(a) Lots 201-216, 257-298, 380-395, 420-447 and 465-474.

(i) No structure shall be erected, placed or permitted to remain on those Lots numbered 201-216, 257-298, 380-395, 420-447 and 465-474 other

than one detached single family Residence occupied exclusively by a single family.

(ii) No structure shall exceed two and one-half (2 ½) stories in height above grade.

(iii) All single story Residences shall have a minimum of 1,500 square feet of floor area. All two story Residences shall have a minimum of 2,000 square feet of floor area. The floor area of the garage, porches and basement (if any) shall not be included when calculating the minimum square footage requirement.

(iv) All Residences must be constructed on a basement or crawl space. No Residence or portion thereof shall be constructed on a slab.

(v) All roofs shall have architectural grade shingles.

(vi) Each Residence shall have at least a two car garage.

(vii) The exterior color of each Residence must be pre-approved by the Architectural Committee.

(b) This paragraph is intentionally left blank.

(c) Lots 362-379:

(i) No structures shall be erected, placed or permitted to remain on lots 362-379 other than Duplexes or, if the Lot is replatted for the purpose, a Zero Lot Line Duplex.

(ii) No Residence shall exceed two stories in height above grade.

(iii) Each single story Residence shall have a minimum of 1,200 square feet. Each two story Residence shall have a minimum of 1,000 square feet on the first floor and a minimum of 1,400 square feet total.

(iv) All Residences must be constructed on a basement or crawl space. No Residence or portion thereof shall be constructed on a slab.

(v) All roofs shall have architectural grade shingles.

(vi) Each Residence shall have at least a two car garage.

(vii) The exterior color of each Residence must be pre-approved by the Architectural Committee.

(d) This paragraph is intentionally left blank.

2. Zero Lot Line Residences and Duplexes: (a) Party Wall: Any wall(s) that divides a structure into multiple Residences and is located on a property line between Lots and which stands partly upon one Lot and partly upon another shall at all times be considered a Party Wall. Each owner of a Lot upon which any part of such Party Wall shall stand shall have the right to use said Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said Residence and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located therein or thereon, subject to the restrictions contained herein:

(1) No Lot Owner or any other person or entity shall have the right to extend a Party Wall in any manner, either in length, height, or thickness,

without the express written consent of the adjacent Lot Owner who shares that Party Wall.

(2) In the event of damage or destruction by fire or other casualty of any Party Wall, including the foundation thereof, the Lot Owner of any Lot on which any part of such Party Wall is constructed shall have the right to repair or rebuild such Party Wall and the Lot Owner of each Lot upon which any part of such Party Wall is constructed shall pay his pro-rated portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time and in a workmanlike manner, with materials comparable to those used in the original Party 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 Party 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 Party Wall.

(3) The foregoing provisions notwithstanding, any owner of a Zero Lot Line Residence or other interested party shall retain the right to receive a larger contribution from the owner(s) of the Adjacent Zero Lot Line Residence or other responsible party under any rule of law regarding liability for negligent or willful acts or omissions that are a cause of damage to or destruction of the Party Wall and Zero Lot Line Residence.

(4) In the event of damage or destruction by fire or other casualty of any Zero Lot Line Residence or any portion thereof, the owner of the damaged

or destroyed Zero Lot Line Residence shall, within a reasonable time after such damage or destruction occurs, 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 Zero Lot Line Residence, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the Adjacent Zero Lot Line Residence which remains standing and is not required to be rebuilt. In the event of the total or substantial destruction of both Adjacent Zero Lot Line Residence in a Zero Lot Line Duplex structure, the architectural design of the exterior of the Zero Lot Line Duplex structure to be rebuilt and the materials to be used shall be substantially similar to the original Zero Lot Line Duplex unless a change in design or materials is submitted by the owners of both of the Adjacent Zero Lot Line Residences to the Architectural Committee and such change is approved by the Architectural Committee.

(5) In the event that any Lot Owner of a Lot on which a Zero Lot Line Residence is constructed shall fail, after a reasonable time following the damage or destruction referred to in Paragraph 2.(a)(4), to perform the necessary repair or rebuilding of that Lot Owner's Zero Lot Line Residence, the owner(s) of the Adjacent Zero Lot Line Residence and/or the Property Owners' Association shall, in the manner described in Paragraph 2(c) of these Covenants, be permitted to cause such repair or rebuilding to be done by such firm, laborers, or

materialmen as may be chosen by the owner of the undamaged Adjacent Zero Lot Line Residence or Property Owners' Association. Such persons or entity who pay for such repairs shall have and are hereby given a continuing lien on that Lot on which any such repairs or rebuilding are caused to be made or done in the same amount and with the same rights and procedures as set forth in the Illinois Mechanic's Lien Act (770 ILCS 601/0.01 et seq.).

(b) Insurance:

(1) The owners of Adjacent Zero Lot Line Residences who share the same Party Wall shall mutually purchase and maintain in effect a single insurance policy insuring the Zero Lot Line Duplex structure for the full insurable replacement cost thereof against loss by fire or other casualty ("replacement cost" shall include the cost of removing the portion of the Zero Lot Line Duplex structure that was damaged or destroyed). Each of the owners and their respective mortgagees shall be named as insureds under the policy. Each owner shall pay his/her pro-rata share of the insurance premium based upon the relative appraised value of each Lot and the Zero Lot Line Residence constructed thereon.

(2) In the event a single insurance policy is either not available or one Adjacent Zero Lot Line Residence Owner fails or refuses to pay his/her proportionate share of a single policy, then each owner of Adjacent Zero Lot Line Residences who share the same Party Wall shall at all times keep his/her respective Zero Lot Line Residence fully insured for the full insurable

replacement cost thereof with coverage as provided above and shall name the Adjacent Zero Lot Line Residence owner as an additional insured under the policy for the purpose of providing funds in those cases in which the owner of the damaged Zero Lot Line Residence neglects or refuses to rebuild or repair his Zero Lot Line Residence subsequent to a fire or casualty loss ("replacement cost" shall include the cost of removing that portion of the Zero Lot Line Duplex structure that was damaged or destroyed). Each owner shall, upon request from the Adjacent Zero Lot Line Residence owner, deliver to said Adjacent Zero Lot Line Residence owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.

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

(c) Common Repairs And Maintenance: Each Adjacent Zero Lot Line Residence owner shall be responsible for both the routine and emergency

maintenance and repair of his/her Zero Lot Line Residence, including roof, structure, exterior surfaces, foundations, gutters and downspouts.

(1) Routine maintenance and repair consists of tasks that have little impact on the immediate habitability of an individual Zero Lot Line Residence, such as painting. The decision to perform routine maintenance or repair may be made by a Lot Owner without consulting the owner of the Adjacent Zero Lot Line Residence.

(2) Emergency repair consists of tasks that substantially affect the habitability of an individual Zero Lot Line Residence, such as a ruptured water line, a clogged sewer line causing sewage to back-up, a hole in the roof, or damage to the structure. The decision to perform emergency repair may be made by the owner(s) of the Zero Lot Line Residence affected by the emergency, even though such emergency repairs may include repairs to the Adjacent Zero Lot Line Residence.

(3) The cost of all repairs or maintenance performed pursuant to this paragraph (c) shall be paid by the owner(s) of the Zero Lot Line Residence(s) on which such repairs and maintenance were performed. The cost of such repair/maintenance shall be allocated based upon the work performed on each Adjacent Zero Lot Line Residence. However, if an emergency repair is necessitated by the actions of the owner or occupant of an Adjacent Zero Lot Line Residence, the cost of repair shall be paid by the owner or occupant of the

Adjacent Zero Lot Line Residence whose action or inaction, necessitated the repair.

(4) In the event that either or both owner(s) of Adjacent Zero Lot Line Residences fail to adequately maintain the Zero Lot Line Duplex structure, both the owner of the Adjacent Zero Lot Line Residence and the Property Owners' Association shall have the power and authority to have necessary maintenance or repair work performed and may place a lien against the individual Lot(s) on which the repaired Zero Lot Line Residence(s) is (are) located in the same amount and with the same rights and procedures as set forth in the Illinois Mechanic's Lien Act (770 ILCS 60/0.01 et seq.).

(5) Because of the potential need to perform both routine and emergency maintenance and repairs on Zero Lot Line Residences when permission from the owner of the Adjacent Zero Lot Line Residence cannot be obtained, reciprocal licenses are hereby granted by, between and among the owners of Adjacent Zero Lot Line Residences who share a Party Wall for access to each other's real property for the purpose of performing routine and emergency maintenance and repairs. Similarly, license is hereby granted to the Property Owners' Association to have such routine and emergency maintenance and repair performed as set forth herein. However, access to the interior of a Zero Lot Line Residence without notice to the owner(s) of such Zero Lot Line Residence is allowed only in case of an emergency when no alternative exists to

access the portion of the Zero Lot Line Residence that requires emergency repair and the owner of that Zero Lot Line Residence is not available to allow access.

(d) Individual Repair and Maintenance: Subject to other Covenants herein, each Lot Owner shall be responsible for the maintenance and/or repair of all of his/her Zero Lot Line Residence. All interior maintenance shall be the sole responsibility of the Lot Owner. A Lot Owner shall not change the exterior appearance of his/her Zero Lot Line Residence except with the prior approval of the Adjacent Zero Lot Line Residence owner(s) and the approval of the Architectural Committee. Lawn maintenance, trash removal and snow removal from the driveways and walkways are the individual responsibility of each Lot Owner.

3. Architectural Committee: (a) There shall be an Architectural Committee to perform the duties and functions set forth herein. The Liberty on the Lake II Subdivision Architectural Committee shall initially be composed of the following three (3) persons:

John Arkell

Joel Larson

Shawn Luesse

Any action taken by the members of the Architectural Committee shall be considered to be the action of the Architectural Committee. The Architectural 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 Architectural Committee, the remaining members of the Architectural Committee may designate a successor. The record owners of 100% of all of the lots in Liberty on the Lake II Subdivisions shall have the power at any time, by a duly signed petition, to change the membership of the Architectural 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.

(b) Approval by Committee: No construction work shall be commenced upon any structure on any Lot 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 Covenants. The plans and specifications shall show the construction details, including the nature, kind, shape, height, material and color scheme and shall include a plot plan showing the lot lines, required yards, and the proposed location of all structures and the grading plan of the Lot.

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

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

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

(3) To inspect any construction work in progress upon any Lot in the Subdivision for the purpose of ascertaining whether the applicable provisions of these Covenants are being fully complied with.

(d) Failure of Committee to Act: In the event a matter requiring action by the Architectural Committee is submitted to the Architectural Committee in writing and the Architectural Committee fails to give written notice of its action taken thereon to the Lot Owner within 15 days thereafter, then the Architectural Committee shall be conclusively presumed to have approved the matter so submitted to it.

4. Time of Construction: Construction of the Residence(s) on each Lot shall begin within three (3) years of the initial sale of that Lot by the Developer.

5. Construction: All buildings erected on any Lot shall be constructed of material of good quality suitably adopted for use in the construction of residences, and no old building or buildings shall be placed on or moved to any Lot. Accessory buildings shall not be erected, constructed or maintained prior to the erection or construction of the Residence(s) on that Lot. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any Residence or accessory building and which are promptly removed upon completion of such Residence or accessory building.

6. Maintenance of Lot During Construction: During the course of constructing a Residence or other structure on any Lot, all materials and

equipment shall be stored only on the Lot on which construction is under way. Debris and waste involved in the construction shall be confined to the Lot on which construction is underway and shall be removed from the Lot each week or be suitably covered. During construction, a closing refuse container sufficient in size to accommodate all waste material generated on the Lot must be located on the Lot. Lightweight debris shall be stored in containers to avoid blowing onto adjacent Lots. No burning of debris shall take place upon any Lot. The intent of this Covenant is to maintain and preserve a clean and neat appearance in the Subdivision at all times. The Developer reserves the right to clean up any construction site it deems necessary and shall have the right to charge the Lot Owner or builder for the cost of such clean up. Erosion control and yard maintenance shall be considered a part of this section.

7. Non-Occupancy and Diligence During Construction: The work of construction of any Residence or structure shall be pursued diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such Residence 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. In any event, substantial completion shall occur no later than nine months after construction of the Residence has commenced.

8. Sidewalks and Driveways: Each Lot Owner shall repair and maintain in good condition any sidewalk provided for his/her Lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walks and dwellings must be paved with concrete or asphalt. Driveways between the sidewalks and street shall be paved in accordance with the applicable local code or regulation.

9. Landscaping: The front yard of each Lot shall be sodded upon substantial completion of the construction of the Residence on that Lot. Side and rear yards shall, at the same time, be either sodded or seeded. Simultaneously with sodding of the front yard, each Lot Owner shall plant a minimum of two trees (2" diameter minimum), from a list of species of large trees approved by the Village of Savoy, as follows: one (1) within the street right-of-way between the front lot line and back of curb; and, one (1) elsewhere in the front yard in a location chosen by the Lot Owner.

10. Yard Lights: (a) Each Lot shall contain a front yard light. Each such yard light must be approved by the Architectural Committee prior to installation.

(b) The owner of each Lot that adjoins a Commons shall erect and maintain in good operating condition appropriate rear yard lights. Said lights shall be equipped with a photo-electric cell that causes illumination during hours of darkness. No hedge or fence or any other type of obstruction shall be between said yard light and a Commons behind it. No yard light shall have a bulb that

exceeds 100 watts. Each such yard light must be approved by the Architectural Committee prior to installation.

11. Mailboxes: The specifications and style of all mailboxes in the Subdivision shall be approved by the Architectural Committee and each Lot Owner shall obtain approval of the specifications and style of the mailbox prior to installation. Any mailbox not approved for installation shall be removed and replaced as designated by the Architectural Committee. Any replacement mailbox shall be approved by the Architectural Committee.

12. Accessory Buildings, Swimming Pools and Tennis Courts: : (a) Accessory buildings must be in the rear yard and must have the same siding and shingles as the Residence. Accessory buildings are not permitted on Lake Lots.

(b) No above ground swimming pools and no tennis courts shall be allowed in the Subdivision.

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

14. Satellite Dishes: No television satellite dishes in excess of 20" in diameter shall be allowed on any Lot, Residence or other structure in the Subdivision.

15. Fences: (a) No Privacy Fence may be constructed within thirty (30) feet of the rear lot line on any Lake Lot.

(b) No fence may be constructed within the back 30 feet of a Lake Lot unless the fence is of wrought iron or similar design that is a minimum of 90% open area. No chain link type fences are allowed.

16. Signs: No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, and one sign of not more than five (5) square feet advertising the property for sale or rent.

17. 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 construction of improvements on that Lot and then such materials shall be placed within the property lines of the Lot upon which improvements are to be erected and shall not be placed in the street right-of-way.

18. Parking of Recreational Vehicles: All Lot Owners and residents in the Subdivision who own or possess any type of motor home, recreational vehicle, boat, boat trailer, or like vehicle, shall provide an enclosed garage for storage of such vehicle(s). No Lot Owner or Resident shall allow any such recreational vehicle, boat, trailer or similar vehicle owned by the Lot Owner or Resident to remain within the Subdivision without it being placed entirely within a garage. No Lot Owner or Resident shall allow a Guest of the Lot Owner or Resident to keep a motor home, recreational vehicle, boat, boat trailer or similar vehicle within the Subdivision for more than seven (7) days within a continuous thirty (30) day period if such vehicle is not kept in a garage. No off-road motorized

vehicles (such as ATVs and snowmobiles) shall be operated within the Subdivision.

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

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

21. 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, two cats or two other common household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

22. Garbage, Refuse and Landscape Waste Disposal: (a) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Refuse containers shall be kept indoors except on the day of pick up.

(b) No landscape waste may be deposited upon any Lot (including any Commons Lot) or dedicated right-of-way within the Subdivision except the Lot on which the landscape waste was generated. Landscape waste includes, but is

not limited to, grass clippings, cut weeds, cut/pulled garden plants, trimmings from trees, bushes and plants, and other organic materials grown upon and severed from any Lot.

23. Enforcement: These Covenants may be enforced by the Architectural Committee, the Developer, any Lot Owner, the Property Owner's Association or the Village of Savoy, or any combination thereof. Enforcement shall be by 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.

24. Waiver or Amendment of Covenants: (a) The failure of the Architectural Committee, Developer, any Lot Owner or the Property Owner's Association to enforce any of these Covenants 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.

(b) These 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 three-fourths of the Lot Owners in the Liberty on the Lake II, Subdivisions with votes allocated as set forth in Section 25 of these Covenants, provided that the Village of Savoy consents in writing to such waiver or amendment.

(c) In no event may the provisions of either Paragraph 26 or 27 hereof be waived or amended, nor may any Lot Owner be voluntarily or involuntarily removed as a member of the Property Owner's Association.

25. Property Owner's Association: (a) The owners of Lots 201-216, 257-298, 362-379, 380-395, 420-447 and 465-474 shall be required to maintain membership in the Liberty on the Lake of Savoy Property Owner's Association (the "Property Owner's Association") and be bound by the reasonable rules and regulations of the Property Owner's Association and pay all assessments by the Property Owner's Association as determined in accordance with its Articles of Incorporation, By-Laws and these Covenants and said Lot Owners do hereby agree to pay such assessments by accepting conveyance of a deed to a Lot in Liberty on the Lake II, Phase I, Subdivision. All owners of Lots located in Liberty on the Lake II Subdivisions shall be members of the Property Owner's Association.

(b) Duties. The Property Owner's Association shall maintain all Commons, including all lakes, upon conveyance of such Commons from the Developer to the Property Owners' Association. The Property Owner's Association may, but is not obligated to, enforce these Covenants.

(c) The owner(s) of each single family Lot (those Lots numbered 201-216, 257-298, 380-395, 420-447 and 465-474, a total of 112 Lots) shall have one vote in any Property Owner's Association matter involving a vote of the Lot Owners. The owner(s) of each Duplex Lot (Lots 362-379, a total of 18 Lots) shall have two

(2) votes per lot in any Property Owner's Association matter involving a vote of the Lot Owners. The owner(s) of any Zero Lot Line Lot shall have one vote per lot in any Property Owner's Association matter involving a vote of the Lot Owners. The maximum total number of votes of all Lot Owners in Liberty on the Lake II, Phase I, Subdivision shall not exceed 130. As additional phases of Liberty on the Lake II Subdivisions are developed, owners of lots in those subdivisions shall become equal members in the Property Owners Association, with the owners of each single family Lot having one vote, the owner of each Duplex Lot having two votes, and the owners of each Zero Lot Line Lot having one vote.

(d) Assessments. All assessments made by the Property Owner's Association shall be divided initially by 130. The Lot Owner of each Single Family Lot and each Zero Lot Line Lot shall pay  $1/130$  of the total assessment. The Lot Owner of each Duplex Lot shall pay  $2/130$  of the total assessment. All unpaid assessments shall result in liens on individual Lots with outstanding assessments.

(e) The members of the Property Owner's Association shall pay all of the Property Owner's Association's costs, including reasonable attorney fees, incurred by the Property Owner's Association in enforcing these Covenants, enforcing liens, collecting fees, assessments or other charges of the Property Owner's Association or enforcing its rules and regulations.

(f) The Developer shall exercise the authority of the board of directors of the Property Owner's Association until such time as the Developer, in its sole discretion, adopts bylaws and designates a first Board consisting of Lot Owners. Thereafter, the Board of the Property Owner's Association shall consist of Lot Owners duly elected as provided in the Property Owners' Association bylaws. Once the Developer has designated the first Board, the Developer shall convey all Commons located within Liberty on the Lake II Subdivisions to the Property Owner's Association, subject to any easements shown on any Commons on a plat of subdivision of each Liberty on the Lake II Subdivisions.

(g) With respect to the lakes, it is provided as follows:

- (i) Lake water shall not be used for watering any Lot or Common Area, except for Lots 302, 575 and 582.
- (ii) No pollutants shall be discharged into any lake. Lot Owners shall be responsible for prohibiting the discharge of pollutants from their respective Lots into the lake. A violation of this provision shall subject the owner of the Lot where the discharge occurred to pay the cost of remediating such pollution. Such a discharge may also subject the Lot Owner to an injunction to prohibit future pollution.
- (iii) Boats longer than 14 feet in length shall not be permitted upon the lake.

(iv) No boat shall be equipped with mechanized power except an electric trolling type motor.

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

27. Covenants to Run With the Real Estate: The foregoing covenants, limitations and restrictions are to run with the real estate and are binding on all parties and persons claiming under them.

IN WITNESS WHEREOF, the Owner's Certificate and Dedication has  
duly been executed this 24 day of October, 2007.

Liberty on the Lake L.L.C.

By: John Arkell  
John Arkell as CEO of Select  
Development Corporation as  
sole member of Liberty on  
the Lake LLC

Attest [Signature]

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF WASHINGTON )

I, the undersigned, a Notary Public in and for said County, in the state  
aforesaid, do hereby certify that John Arkell as CEO of Select Development  
Corporation, the sole member of Liberty on the Lake LLC, personally known to  
me to be the same person whose name is subscribed to the foregoing instrument  
as such Member, appeared before me this day in person and acknowledged that  
he signed and delivered the said instrument as his own free and voluntary act on  
behalf of said limited liability company, for the uses and purposes therein set  
forth.

GIVEN under my hand and Notarial Seal this 24 day of October 2007.

[Signature]  
Notary Public

This Instrument Prepared by:

Jeffrey W. Tock  
Harrington & Tock  
201 West Springfield Avenue, Suite 601  
P.O. Box 1550  
Champaign, IL 61824-1550  
Telephone: (217) 352-4167



## EXHIBIT "A"

### Legal Description

A tract of land being a part of the Southwest Quarter of Section 35, Township 19 North, Range 8 East of the Third Principal Meridian, being more particularly described as follows:

Beginning at the Northwest corner of Section 35, proceed South 00° 18' 04" East 2645.67 feet on a local bearing along the West line of the Northwest Quarter of Section 35 to a True Point of Beginning; thence South 89° 37' 59" East 1830.24 feet on a local bearing along the North line of the Southwest Quarter of Section 35; thence South 00° 14' 58" East 183.57 feet; thence North 89° 39' 09" West 7.50 feet; thence South 00° 14' 58" East 120.01 feet; thence South 89° 39' 09" East 222.51 feet; thence South 00° 14' 58" East 425.02 feet; thence North 89° 39' 09" West 148.01 feet; thence South 89° 03' 13" West 93.59 feet; thence South 75° 23' 32" West 126.01 feet; thence South 57° 16' 02" West 126.01 feet; thence South 39° 08' 32" West 126.01 feet; thence South 21° 01' 02" West 126.01 feet; thence South 05° 02' 38" West 90.78 feet; thence South 00° 14' 58" East 535.03 feet; thence North 89° 39' 09" West 238.73 feet; thence South 05° 12' 43" West 119.20 feet; thence 234.27 feet along an arc concave to the Northeast having a radius of 370.00 feet, a chord bearing of North 66° 51' 04" West and a chord length of 230.38 feet; thence South 45° 18' 22" West 660.58 feet; thence 6.83 feet along an arc concave to the Northeast having a radius of 1030.00 feet, a chord bearing of North 45° 56' 45" West and a chord length of 6.83 feet; thence South 45° 57' 51" West 109.71 feet; thence North 44° 02' 09" West 180.00 feet; thence North 33° 37' 09" West 110.86 feet; thence North 28° 13' 32" West 107.66 feet; thence North 26° 46' 09" West 115.43 feet; thence North 29° 53' 25" West 124.07 feet; thence South 89° 45' 02" West 75.00 feet to the West line of the Southwest Quarter of Section 35; thence North 00° 14' 58" West along the West line of the Southwest Quarter of Section 35, 1718.93 feet to the True Point of Beginning, said tract encompassing 71.921 acres, more or less, in Champaign County, Illinois.

STATE OF ILLINOIS                    )  
                                              ) SS.  
COUNTY OF CHAMPAIGN            )

I, C. David Well, Village Treasurer for the Village of Savoy, County of Champaign, State of Illinois, and keeper of the records and files of said office, do hereby certify that I find no general taxes or special assessments against the following tracts of land:

(See attached legal description)

The above described parcel is not annexed to the Village of Savoy.

Given under my hand and seal of said county at Savoy, Illinois, this 24th day of October, 2007.

C. David Well  
Village Treasurer of Savoy, Illinois

Tax ID No: part of 03-20-35-100-001 and part of 03-20-35-300-001



vlb/Realst.jef/LibertyLake/Lolli.PhI-Savoy.TaxCert

## EXHIBIT "A"

### Legal Description

A tract of land being a part of the Southwest Quarter of Section 35, Township 19 North, Range 8 East of the Third Principal Meridian, being more particularly described as follows:

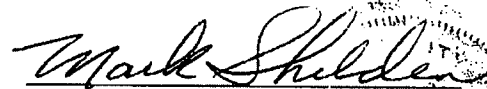
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STATE OF ILLINOIS                     )  
                                                      ) SS.  
COUNTY OF CHAMPAIGN            )

I, MARK SHELTON, County Clerk in and for the County of Champaign, State of Illinois, and keeper of the records and files of said office, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments for the year 2006 and all prior years, against the following tracts of land:

(See attached legal description)

Given under my hand and seal of said county at Champaign, Illinois, this  
24 day of October, 2007.

  
County Clerk of Champaign  
County Illinois

Tax ID No: part of 03-20-35-100-001 and part of 03-20-35-300-001

## EXHIBIT "A"

### Legal Description

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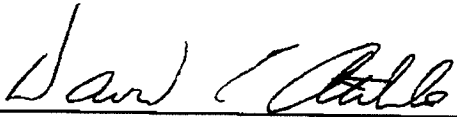
### RECORDING AGENT DESIGNATION

STATE OF ILLINOIS                    )  
                                                  )  
COUNTY OF CHAMPAIGN            )

I, David E. Atchley, Illinois Professional Land Surveyor Number 2950, in accordance with PAB7-0705 (The Plat Act) do hereby designate Village Clerk , Village of Savoy as the agent who may record the Final Plat of "Liberty on the Lake II, Phase 1". A true copy of which has been retained by me to assure no changes have been made to said plat.

Champaign County, Illinois

Dated: October 24, 2007

  
\_\_\_\_\_  
David E. Atchley  
Illinois Professional Land Surveyor No. 2950  
License Expires 11/30/08



HDC Project No. 05189

R:\2005\05189\Recording Agent Designation 10-24-07.doc 10/24/2007 08:52 AM



\* 2007R28800 38 \*

2007R28800

RECORDED ON

10/24/2007 02:47:20PM

CHAMPAIGN COUNTY

RECORDER

BARBARA A. FRASCA

REC FEE: 100.00

RHSPS Fee: 10.00

REV FEE:

PAGES 38

PLAT ACT:

PLAT PAGE: 1

Recorder  
Champaign County  
Barbara A. Frasca



*Liberty on the Lake II, Phase 1*  
(title)

Date: 10-10-07

Instrument: Plat

Description: SWY4 35-19-8

Return to: Billie 359-5894 Fee: