

2014R23008 REC ON: 12/15/2014 1:25:35 PM CHAMPAIGN COUNTY BARBARA A. FRASCA, RECORDER REC FEE: 100.00 RHSPS Fee: 9.00 PAGES 20 PLAT ACT: PLAT PAGE: 1

Prepared by and return to: Kelly E. Ford Lietz Banner Ford LLP 1605 S. State St., Ste. 103 Champaign, IL 61820 (217) 353-4900

Above Space for Recorder's Use Only

COUNTRY RIDGE SIXTH SUBDIVISION VILLAGE OF MAHOMET CHAMPAIGN COUNTY, ILLINOIS

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

OWNER'S CERTIFICATE

) SS.

COUNTRY RIDGE LLC, an Illinois limited liability company, being the sole owner of the real estate hereinbefore described in the surveyor's certificate on the face of the plat for Country Ridge Sixth Subdivision, Village of Mahomet, Champaign County, Illinois, and also known as the Developer herein, has caused the same to be surveyed by Eric E. Hewitt, Illinois Professional Land Surveyor No. 3842, and has subdivided said real estate into lots, streets, and commons, said subdivision to be known as Country Ridge Sixth Subdivision, 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 Mahomet, 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.

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SCHOOL DISTRICT STATEMENT

Pursuant to 765 ILCS 205/1 the undersigned Country Ridge LLC, states that to the best of its knowledge the school district in which the premises lie is Mahomet-Seymour Community Unit School District #3.

DECLARATION OF RESTRICTIONS

I. RECITALS

WHEREAS, Developer is the owner in fee simple and developer of certain real estate in Country Ridge Sixth Subdivision, Village of Mahomet, 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:

AREA OF APPLICATION

The proposed covenants below, in their entirety, shall apply to Lots 601 through 639, inclusive, as shown on the plat of said subdivision.

RESTRICTIVE COVENANTS

1. <u>Allowable Structures</u>: No structure shall be erected, altered, placed, or permitted to remain on any Building Site other than one detached single family Dwelling, a private garage for not more than three (3) cars, and one Accessory Building incidental to residential use.

2. Architectural Control:

a. <u>Committee Membership</u>: The Architectural Control Committee is composed of:

STEVEN W. ANDERSON, WILLIAM PEIFER and STEVE MEID

A majority of the committee may designate a representative to make its report. Except as hereinafter provided, in the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of 75% of the lots in Country Ridge Sixth Subdivision shall have the power, by a duly recorded instrument, to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties. Notwithstanding the foregoing, the Developer of Country Ridge Sixth Subdivision, Country Ridge LLC, shall have the right to approve all plans submitted for new home construction until such time as 100% of the lots in Country Ridge Sixth Subdivision have been sold by the Developer, Country Ridge LLC.

b. <u>Powers</u>: It is the purpose of architectural control to promote the residential development of Country Ridge Sixth Subdivision, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted for approval if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

The Architectural Control Committee shall have the power to approve reductions in set-back requirements by not more than is permitted by then applicable zoning ordinance. The Architectural Control Committee shall have the further power to reduce minimum Dwelling size requirements where the size, shape, and location of the lot warrants such variance in the opinion of the committee.

(1) <u>Building Plats, Etc.</u>: No building, Dwelling, fence, or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the Building Site, distance from the boundaries of the Building Site to the building and the grading plan of the Building Site shall have been submitted to and approved by the Architectural Control Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Control Committee.

(2) <u>Approval by Architectural Control Committee</u>: The Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the committee fails to approve or reject any plan or matter requiring approval within fifteen (15) days after plans or specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

(3) <u>Right of Inspection</u>: During any construction or alteration required to be approved by the Architectural Control Committee, any member of the committee, or any agent of the committee, shall have the right to enter upon and inspect, during reasonable hours, any Building Site embraced within said subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

(4) <u>Waiver of Liability</u>: The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same Building Site or any other Building Site. Neither the said committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter whether or not the same has been approved by the said committee or any member thereof, or the present owner of said real estate.

(5) <u>Constructive Evidence of Action By Architectural Control</u> <u>Committee</u>: Any title company or person certifying, guaranteeing or insuring title to any Building Site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith acting in reliance thereon.

3. <u>Minimum Dwelling - Quality and Size</u>: All materials used in construction shall be new. It is the intent and purpose of these covenants to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. For Dwellings, the Ground Floor Area, exclusive of open porches and garage, shall be not less than 1,700 square feet, for a Dwelling of less than two stories. In the event the Dwelling is a two-story residence, the Ground Floor Area, exclusive of open porches and garage, shall be not less than 900 square feet, and the total required floor area shall not be less than 1,800 square feet, exclusive of open porches and garage.

4. <u>Building Location</u>: No Accessory Building or Dwelling shall be located on any lot nearer than twenty-five (25) feet to the front street right-of-way or nearer than twenty-five (25) feet to the rear lot line; neither shall it be located nearer to a side lot line than ten (10) feet unless a different distance is set forth on the recorded plat. With respect to all lots, no structures or fences shall be erected in the front set back lines.

Where a Building Site consists of more than one lot, the above provisions shall be applicable to the boundary lines of a Building Site rather than the platted lot lines. Further, the Architectural Control Committee shall have the power to increase the side yard requirements to a minimum of fifteen percent (15%) of the width of the Building Site which consists of more than one lot; this power is in addition to the power of the Architectural Committee set forth in Paragraph 2, Subparagraph (b) above.

The lowest point of access to the living area of all residential structures shall be eighteen (18) inches above the adjacent back of curb adjacent to the front of the house. The Architectural Committee or Homeowners' Association shall review all house and building plans for compliance with this requirement.

Notwithstanding any provision herein to the contrary, the location of improvements on any Building Site shall not be in violation of the Village of Mahomet zoning ordinance.

5. <u>Permissible Construction - Schedule of Construction</u>: Only one Dwelling structure shall be constructed per Building Site; no re-platting or subdividing of any lot shall be permitted, the effect of which would be to reduce its area or width below ninety percent (90%) of the area and width as platted.

An Accessory Building shall not be larger than one hundred sixty-eight square feet in area (for example, 12 feet by 14 feet) and shall be designed and constructed of materials which are similar to and/or blend with those used on the Dwelling, and its quality of construction shall be consistent with that of the Dwelling.

Pastel or bright colors, other than white, shall not be used except as accents or trim.

All Dwellings must have a driveway which shall be constructed of concrete. Driveways between the sidewalk and the street shall be a minimum six (6) inch thickness. Roof pitches should be not less than six in twelve. Flat roofs and mansard roofs are not permitted. Above-ground swimming pools shall be permitted only if completely enclosed by a wooden fence not less than six (6) feet high with a lockable gate restricting access to the swimming pool.

Fences may be allowed in the front yards to a height of three (3) feet and in the side yards to a height of six (6) feet on each Building Site, however, the design for any fence to be erected shall be submitted to the Architectural Control Committee for approval. Fences shall be designed and constructed of materials which are similar to and/or blend with those used on the Dwelling. All fences shall be constructed with the support framing facing the interior of the lot and the fence facade to the outside of the framing. Chain link or other wire or steel mesh material shall not be allowed. Wood fencing must be treated at the time of construction with stain or other sealant and continuously maintained with a stain or sealant in a color compatible to the residence located on the respective lot.

All yards must be sodded in front and along the sides to the rear line of the Dwelling extended. On corner lots, sod shall be laid to the extended line of each side of the Dwelling facing a street.

All construction upon a Building Site and all landscaping required by these covenants shall be completed within one year of the start of construction thereon.

6. <u>Easements</u>: Easements for installation and maintenance of underground utilities and drainage facilities are granted and reserved to the Village of Mahomet as noted on the recorded plat. No building or outside facility within the subdivision shall be supplied with utility service lines above the surface of the ground. Each lot owner shall grant a written easement for such underground service upon request of the interested utility. No structures, walls, fences, plantings or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation or maintenance of the utilities. All utilities serving this subdivision and all connections made thereto shall be located beneath the surface of the ground excepting therefrom transformer installations and service pedestals. Required above ground appurtenances to the underground utility system shall be located within six (6) feet of the side lot lines.

7. <u>Percentage of Lot Coverage</u>: All buildings on a Building Site, including Accessory Buildings and the additional area enclosed by a fence, the nature of which obstructs view through it, shall not cover a total of more than thirty-five percent (35%) of the Building Site, except with the prior express written approval of the Architectural Control Committee.

8. <u>Permissible Building - Order of Construction</u>: All buildings erected on any Building Site shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory Buildings shall not be erected, constructed, or maintained prior to the erection or construction of the Dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any Dwelling or Accessory Building and which are promptly removed upon completion of such Dwelling or Accessory Building.

9. <u>Non-Occupancy and Diligence during Construction</u>: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted. No construction shall be suspended for more than twenty (20) working days.

10. <u>Maintenance of Building Site during Construction</u>: Construction debris and waste shall be confined to the respective lot and shall be removed from the premises as needed. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises except in compliance with applicable ordinances. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.

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

12. <u>Signs</u>: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sale and one of the same size identifying the builder during construction.

13. <u>Oil and Mining Operations</u>: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

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

14. <u>Livestock and Poultry</u>: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. <u>Garbage and Refuse Disposal</u>: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, grass, or other cuttings and other waste shall be kept only in sanitary containers and shall not be dumped upon any other lot in the subdivision. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property.

16. <u>Storage</u>: No building material of any kind or character shall be placed or stored upon a Building Site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the Building Site upon which improvements are to be erected.

17. <u>Street Sight Line Obstruction</u>: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points thirty (30) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line and either edge of any driveway and a line connecting a point thirty (30) feet on the street right-of-way line outward from the edge of the driveway and a point on the edge of the driveway fifteen (15) feet from the street right-ofway line.

18. <u>Off-Street Parking</u>: All property owners shall provide a garage for no less than two (2) automobiles in use by the residents on the property. All property owners or residents in the subdivision owning or possessing trucks, trailers, campers, boats, motorcycles and motor homes which they desire to park in the subdivision shall provide and use an enclosed garage for the storage of same when not in motion. 19. <u>Sidewalks and Driveways</u>: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walk and residence must be paved with concrete. Driveways between the sidewalk and street shall be paved with Portland Cement concrete, minimum of six (6) inch thickness.

20. <u>Post Lantern</u>: Each lot owner shall, upon actual occupancy of his lot, install and maintain an electric post lantern within ten (10) feet of the intersection of his driveway and street right-of-way. The lantern shall be illuminated during the hours of darkness and shall be equipped with an automatic control device for this purpose. The lantern shall be equipped with appropriate lights having an equivalent minimum of seventy-five (75) watts.

21. <u>Nuisances</u>: 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; weeds or vacant lots shall be cut when twelve (12) inches high. If the lot owner fails to do so the Homeowners' Association may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed \$75.00 per cutting. Lot owners shall endeavor to keep lots clean of debris and waste materials so as to preserve a neat appearance in the subdivision.

22. <u>Waiver</u>: The failure of the Architectural Control Committee, any Building Site owner or the present owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation lien or charge.

23. <u>Enforcement</u>: Enforcement of these Covenants shall be by proceedings at law or in equity brought by any lot owner against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Homeowners' Association shall also have the power to seek appropriate remedy for the enforcement of these covenants.

24. <u>Authority to Release Rights</u>: The owners of lots in COUNTRY RIDGE SIXTH SUBDIVISION, shall have the authority at any time to release all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area upon affirmative vote of 75% of such lots and upon the recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such restrictions, conditions, covenants, reservations, liens, or charges shall no longer be required under the provisions herein set forth.

Notwithstanding any provision herein to the contrary, covenants 4, 5, 6, 17, 19, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 36, and 37 shall not be altered or released without the written approval of the Board of Trustees of the Village of Mahomet, Illinois.

25. <u>Homeowners' Association</u>: It is understood that at such time as a lot is improved with a residence, the lot owner shall become a member of the COUNTRY RIDGE MAHOMET OWNERS ASSOCIATION, an Illinois not-for-profit corporation. All lot owners agree to accept membership in said Association and to abide by and be bound by the Articles of Incorporation,

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By-laws and reasonable rules and regulations of said Association and to maintain membership therein so long as such lot ownership is retained. Each lot owner's membership obligations shall include, without limitation, the payment when due of annual and special assessments levied by the Association, and reasonable costs and attorney fees incurred by the association in the collection of assessments and enforcement of these covenants. Each lot owner acknowledges the Association's right to record a lien against any member's lot for unpaid assessments and Association costs.

26. This paragraph deleted in its entirety.

27. <u>Term and Amendments</u>: These covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded. After such time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a person or persons then owning a majority of the platted lots in COUNTRY RIDGE SIXTH SUBDIVISION has been recorded, agreeing to change said covenants in whole or in part. Approval of any such change is reserved to the Board of Trustees of the Village of Mahomet, Illinois in accord with the provisions of Paragraph 24.

28. <u>Construction</u>: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or charges herein 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.

29. <u>Satellite Dishes, Antennas and Other Equipment</u>: No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently, without having obtained the prior written consent of the Architectural Control Committee. Television antennas may be attached to structures; however, the location thereof shall be restricted to the rear of the ridgeline or centerline of the roof so as to be hidden from sight to the greatest extent possible when viewed from the fronting street.

30. <u>Surface Water</u>. No obstruction, diversion or change in the natural flow of surface water along property lines shall be made by any lot owner or agent thereof in such manner as to cause damage or to interfere with any property.

31. <u>Subsurface Drainage</u>. Easements for the maintenance of existing subsurface drainage facilities are hereby established, such easements to be ten (10) feet in width and centered upon such field tiles as currently exist and are located within said subdivision. Within said drainage easements, no structure, plantings, or other improvement shall be placed or permitted to remain which may damage, obstruct or interfere with such field tiles; provided, however, that any such drainage easement and field tile may be relocated on any such lot by the owner thereof in order to accommodate any development and improvement on such lot, as long as any such relocated field title and drainage easement shall continue to provide such drainage as is substantially equivalent to any such drainage which may have existed prior to the relocation of the field tile and the drainage easement.

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32. <u>Water Supply</u>. No individual water well shall be installed or maintained on any lot inasmuch as municipal water supply service will be available to the site.

33. <u>Sewerage System</u>. No individual sewage disposal system shall be installed or maintained on any lot inasmuch as a municipal sewerage system is available to serve the site.

34. <u>Access Control</u>. Certain of the lots in this subdivision may be subject to access control by vehicles. Said locations will be identified on the recorded plat as "Access Control". No driveways for vehicular access onto public streets shall be constructed in these locations.

35. <u>Future Development</u>. It is understood that Owner may develop acreage adjacent to this subdivision. Owner expressly reserves the right to grant to the owners of lots in such future development the right and privilege to participate in the use of common areas within this subdivision, and any such grant of a future right to so participate shall entail assessment therefor.

36. <u>Private Park: Lot 640.</u> The Developer, Country Ridge LLC, shall grade, seed, and convey Lot 640 to the Country Ridge Mahomet Owner's Association within six months of the date of recording of the Plat of Subdivision. Lot 640 shall be used and maintained by the Association as a private park for the benefit of members of the Association. The Country Ridge Mahomet Owner's Association shall be responsible for maintaining reasonable rules and regulations for the use of Lot 640, and shall be responsible for the mowing and maintenance of said Lot 640. Lot 640 shall be considered a common area for which the Association may assess lot owners within Country Ridge Subdivisions for the Association's reasonable expense of maintenance and ownership.

37. <u>Underdrain System Maintenance</u>. Each lot owner shall maintain and repair the sump discharge line from the home's sump pump to the sump pump collector line or underdrain tile system installed within the subdivision. The Homeowners' Association shall maintain and repair the sump pump collector lines or underdrain tile system to the point of discharge into a storm drain or stormwater detention basin.

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

DEVELOPER: COUNTRY RIDGE LLC, an Illinois limited liability company

IRONWOOD HOMES, INC., an Illinois corporation, its sole Manager

By: am Peifer, Vice President

STATE OF ILLINOIS

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 Ironwood Homes, Inc., an Illinois corporation, sole Manager of Country Ridge LLC, and Illinois liability company, 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 92 day of bcemor, 2014.

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OFFICIAL SEAL MARY A MOSS NOTARY PUBLIC - STATE OF ILLINOIS RES:09/10/18

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EXHIBIT A

A part of the Southwest Quarter and Southeast Quarter of Section 22, Township 20 North, Range 7 East of the 3rd Principal Meridian, Champaign county, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of section 22, township 20 North,

Range 7 East of the 3rd Principal Meridian: thence South 00 degrees 32 minutes 42 seconds West along the West line of the Southwest Quarter of said Section 22 for a distance of 210.00 feet to the Southwest corner of Woodfield South as recorded in plat book "AA" at page 9 in the Champaign County Recorder's Office; thence South 89 degrees 32 minutes 34 seconds East along the South line of said Woodfield South for a distance of 2,668.64 feet to a corner on said South line, said corner also being the Northeast corner of Country Ridge Second Subdivision as recorded as Document No. 2001 R 05376 in the Champaign County Recorder's Office: thence South 00 degrees 31 minutes 18 seconds West along the East line of said Country Ridge Second Subdivision and the East line of Country Ridge Third Subdivision as recorded as Document No. 2003 R 35191 in the Champaign County Recorder's Office for a distance of 882.15 feet to the Southeast corner of said Country Ridge Third Subdivision, said corner being the point of beginning; thence continue South 00 degrees 31 minutes 18 seconds West along the Southerly extension of the East line of said Country Ridge Third Subdivision for a distance of 345.00 feet; thence South 89 degrees 27 minutes 30 seconds East for a distance of 65.00 feet: thence South 00 degrees 31 minutes 20 seconds West for a distance of 315.00 feet; thence South 76 degrees 50 minutes 11 seconds West for a distance of 96.62 feet; thence North 89 degrees 32 minutes 34 seconds West for a distance of 941.41 feet; thence North 85 degrees 22 minutes 49 seconds West for a distance of 177.94 feet; thence North 72 degrees 21 minutes 14 seconds West for a distance of 182.32 feet; thence North 65 degrees 27 minutes 21 seconds West for a distance of 80.03 feet to a Southeasterly corner of lot 540 of Country Ridge Sixth Subdivision as recorded as Document No. 2007 R 30231 in the Champaign County Recorder's Office: thence North 22 degrees 57 minutes 35 seconds East along an easterly line of said Country Ridge Sixth Subdivision for a distance of 309.15 feet to a corner on a Southerly line of said Country Ridge Sixth Subdivision; thence South 70 degrees 57 minutes 57 seconds East along a Southerly line of said Country Ridge Sixth Subdivision for a distance of 109.13 feet to a corner on said Southerly line; thence South 83 degrees 12 minutes 16 seconds East along a Southerly line of said Country Ridge Sixth Subdivision for a distance of 154.73 feet to a corner on said Southerly line: thence South 87 degrees 26 minutes 56 seconds East along a Southerly line of said Country Ridge Sixth Subdivision for a distance of 88.18 feet to a corner on said Southerly line; thence South 89 degrees 32 minutes 34 seconds East along a Southerly line of said Country Ridge Sixth Subdivision for a distance of 262,54 feet to a Southeasterly corner of said Country Ridge Sixth Subdivision; thence North 00 degrees 27 minutes 26 seconds East along the East line of said Country Ridge Sixth Subdivision for a distance of 305.00 feet to the Northeast corner of said Country Ridge Sixth Subdivision, said corner also being the Southwest corner of lot 315 of said County Ridge Third Subdivision; thence South 89 degrees 32 minutes 34 seconds East along the South line of said of County Ridge Third Subdivision for a distance of 544.51 feet to a Southeasterly corner of said County Ridge Third Subdivision; thence North 00 degrees 31 minutes 18 seconds East along an easterly line of said County Ridge Third Subdivision for a distance of 47.85 feet to a corner on the South line of said County Ridge Third Subdivision; thence South 89 degrees 32 minutes 34 seconds East along the South line of said County Ridge Third Subdivision for a distance of 125.00 feet to the point of beginning, containing 15.44 acres, more or less.

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2014R23008 15 OF 21

STATE OF ILLINOIS

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SS County Clerk's Certificate

COUNTY OF CHAMPAIGN)

I, THE UNDERSIGNED, County Clerk in and for the County of Champaign and the State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the following described tract of land, as appears from the records in my office, to-wit:

COUNTRY RIDGE SIXTH SUBDIVISION AN ADDITION TO THE VILLAGE OF MAHOMET CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

PIN: 15-13-22-300-018

Given under my hand and seal this 6^{+} day of November, 2014.

County Clerk of Champaign County

Exhibit "A"

A part of the Southwest Quarter and Southeast Quarter of Section 22, Township 20 North, Range 7 East of the 3rd Principal Meridian, Champaign county, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of section 22, township 20 North, Range 7 East of the 3rd Principal Meridian; thence South 00 degrees 32 minutes 42 seconds West along the West line of the Southwest Quarter of said Section 22 for a distance of 210.00 feet to the Southwest corner of Woodfield South as recorded in plat book "AA" at page 9 in the Champaign County Recorder's Office; thence South 89 degrees 32 minutes 34 seconds East along the South line of said Woodfield South for a distance of 2,668.64 feet to a corner on said South line, said corner also being the Northeast corner of Country Ridge Second Subdivision as recorded as Document No. 2001 R 05376 in the Champaign County Recorder's Office: thence South 00 degrees 31 minutes 18 seconds West along the East line of said Country Ridge Second Subdivision and the East line of Country Ridge Third Subdivision as recorded as Document No. 2003 R 35191 in the Champaign County Recorder's Office for a distance of 882.15 feet to the Southeast corner of said Country Ridge Third Subdivision, said corner being the point of beginning; thence continue South 00 degrees 31 minutes 18 seconds West along the Southerly extension of the East line of said Country Ridge Third Subdivision for a distance of 345.00 feet; thence South 89 degrees 27 minutes 30 seconds East for a distance of 65.00 feet; thence South 00 degrees 31 minutes 20 seconds West for a distance of 315.00 feet; thence South 76 degrees 50 minutes 11 seconds West for a distance of 96.62 feet; thence North 89 degrees 32 minutes 34 seconds West for a distance of 941.41 feet; thence North 85 degrees 22 minutes 49 seconds West for a distance of 177.94 feet; thence North 72 degrees 21 minutes 14 seconds West for a distance of 182.32 feet; thence North 65 degrees 27 minutes 21 seconds West for a distance of 80.03 feet to a Southeasterly corner of lot 540 of Country Ridge Fifth Subdivision as recorded as Document No. 2007 R 30231 in the Champaign County Recorder's Office; thence North 22 degrees 57 minutes 35 seconds East along an easterly line of said Country Ridge Fifth Subdivision for a distance of 309.15 feet to a corner on a Southerly line of said Country Ridge Fifth Subdivision: thence South 70 degrees 57 minutes 57 seconds East along a Southerly line of said Country Ridge Fifth Subdivision for a distance of 109.13 feet to a corner on said Southerly line; thence South 83 degrees 12 minutes 16 seconds East along a Southerly line of said Country Ridge Fifth Subdivision for a distance of 154.73 feet to a corner on said Southerly line; thence South 87 degrees 26 minutes 56 seconds East along a Southerly line of said Country Ridge Fifth Subdivision for a distance of 88.18 feet to a corner on said Southerly line; thence South 89 degrees 32 minutes 34 seconds East along a Southerly line of said Country Ridge Fifth Subdivision for a distance of 262.54 feet to a Southeasterly corner of said Country Ridge Fifth Subdivision; thence North 00 degrees 27 minutes 26 seconds East along the East line of said Country Ridge Fifth Subdivision for a distance of 305.00 feet to the Northeast corner of said Country Ridge Fifth Subdivision. said corner also being the Southwest corner of lot 315 of said County Ridge Third Subdivision; thence South 89 degrees 32 minutes 34 seconds East along the South line of said of County Ridge Third Subdivision for a distance of 544.51 feet to a Southeasterly corner of said County Ridge Third Subdivision; thence North 00 degrees 31 minutes 18 seconds East along an easterly line of said County Ridge Third Subdivision for a distance of 47.85 feet to a corner on the South line of said County Ridge Third Subdivision; thence South 89 degrees 32 minutes 34 seconds East along the South line of said County Ridge Third Subdivision for a distance of 125.00 feet to the point of beginning, containing 15.44 acres, more or less.

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN) SS

VILLAGE OF MAHOMET

I, THE UNDERSIGNED, Treasurer for the Village of Mahomet, Champaign County, Illinois, do hereby certify that I find no delinquent or unpaid special assessments levied against the following described real estate, to-wit:

COUNTRY RIDGE SIXTH SUBDIVISION AN ADDITION TO THE VILLAGE OF MAHOMET CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

PIN: 15-13-22-300-018

2014R23008 18 OF 21

Given under my hand and seal this 10 day of December, 2014.

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Treasurer, Village of Mahomet Champaign County, Illinois

(SEAL)

A part of the Southwest Quarter and Southeast Quarter of Section 22, Township 20 North, Range 7 East of the 3rd Principal Meridian, Champaign county, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of section 22, township 20 North, Range 7 East of the 3rd Principal Meridian: thence South 00 degrees 32 minutes 42 seconds West along the West line of the Southwest Ouarter of said Section 22 for a distance of 210.00 feet to the Southwest corner of Woodfield South as recorded in plat book "AA" at page 9 in the Champaign County Recorder's Office; thence South 89 degrees 32 minutes 34 seconds East along the South line of said Woodfield South for a distance of 2,668.64 feet to a corner on said South line, said corner also being the Northeast corner of Country Ridge Second Subdivision as recorded as Document No. 2001 R 05376 in the Champaign County Recorder's Office; thence South 00 degrees 31 minutes 18 seconds West along the East line of said Country Ridge Second Subdivision and the East line of Country Ridge Third Subdivision as recorded as Document No. 2003 R 35191 in the Champaign County Recorder's Office for a distance of 882.15 feet to the Southeast corner of said Country Ridge Third Subdivision, said corner being the point of beginning; thence continue South 00 degrees 31 minutes 18 seconds West along the Southerly extension of the East line of said Country Ridge Third Subdivision for a distance of 345.00 feet; thence South 89 degrees 27 minutes 30 seconds East for a distance of 65.00 feet; thence South 00 degrees 31 minutes 20 seconds West for a distance of 315.00 feet; thence South 76 degrees 50 minutes 11 seconds West for a distance of 96.62 feet; thence North 89 degrees 32 minutes 34 seconds West for a distance of 941.41 feet; thence North 85 degrees 22 minutes 49 seconds West for a distance of 177.94 feet; thence North 72 degrees 21 minutes 14 seconds West for a distance of 182.32 feet; thence North 65 degrees 27 minutes 21 seconds West for a distance of 80.03 feet to a Southeasterly corner of lot 540 of Country Ridge Fifth Subdivision as recorded as Document No. 2007 R 30231 in the Champaign County Recorder's Office; thence North 22 degrees 57 minutes 35 seconds East along an easterly line of said Country Ridge Fifth Subdivision for a distance of 309.15 feet to a corner on a Southerly line of said Country Ridge Fifth Subdivision; thence South 70 degrees 57 minutes 57 seconds East along a Southerly line of said Country Ridge Fifth Subdivision for a distance of 109.13 feet to a corner on said Southerly line; thence South 83 degrees 12 minutes 16 seconds East along a Southerly line of said Country, Ridge Fifth Subdivision for a distance of 154.73 feet to a corner on said Southerly line; thence South 87 degrees 26 minutes 56 seconds East along a Southerly line of said Country Ridge Fifth Subdivision for a distance of 88.18 feet to a corner on said Southerly line; thence South 89 degrees 32 minutes 34 seconds East along a Southerly line of said Country Ridge Fifth Subdivision for a distance of 262.54 feet to a Southeasterly corner of said Country Ridge Fifth Subdivision; thence North 00 degrees 27 minutes 26 seconds East along the East line of said Country Ridge Fifth Subdivision for a distance of 305.00 feet to the Northeast corner of said Country Ridge Fifth Subdivision, said corner also being the Southwest corner of lot 315 of said County Ridge Third Subdivision; thence South 89 degrees 32 minutes 34 seconds East along the South line of said of County Ridge Third Subdivision for a distance of 544.51 feet to a Southeasterly corner of said County Ridge Third Subdivision; thence North 00 degrees 31 minutes 18 seconds East along an easterly line of said County Ridge Third Subdivision for a distance of 47.85 feet to a corner on the South line of said County Ridge Third Subdivision: thence South 89 degrees 32 minutes 34 seconds East along the South line of said County Ridge Third Subdivision for a distance of 125.00 feet to the point of beginning, containing 15.44 acres, more or less.

Exhibit "A"



Surveyor's Statement to Recorder of Deeds

S.S.

State of Illinois

County of Champaign

I, Eric E. Hewitt, Illinois Professional Land Surveyor number 3842, in accordance with PAB7-0705 (The Plat Act) do hereby designate:

Village of Mahomet P.O. Box 259 Mahomet, IL 61853

As the recording agent for the Final Plat of Subdivision for "Country Ridge Sixth Subdivision". A true copy of said plat has been retained by me to assure changes have not been made to said plat.

Dated this 5 day of DECEMBER, 2014.

Eric E. Hewitt Illinois Professional Land Surveyor No. 3842



421 East Main Street | P.O. Box 1187 | Mahomet, IL 61853 | 217.586.1803 | Fax 217.586.6757

PLAT ACT: PLAT PAGE: 1 Recorder Champaign County Barbara A. Frasca ountru Subdivision Name 05-1 Date: Instrument: â auni **Owner:** JINY Surveyor: Ľ . SE f Legal Description: 11 Ъ 22-20berns **Return To:** Gí 3 **Telephone Number:**

2014R23008 REC ON: 12/15/2014 1:25:35 PM CHAMPAIGN COUNTY BARBARA A. FRASCA, RECORDER REC FEE: 100.00 RHSPS Fee: 9.00 PAGES 20