



18

# SAVANNAH GREEN SUBDIVISION PHASE 5 FINAL PLAT

PART OF S.W. 1/4 SECTION 15, TOWNSHIP 18 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN  
URBANA, CHAMPAIGN COUNTY, ILLINOIS

2003R48236

RECORDED ON

10-24-2003 9:20:41

CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

REC. FEE: 80.00  
REV FEE:  
PAGES: 18  
PLAT AC':  
PLAT PAGE: 1

## SURVYOR'S DECLARATION

I have surveyed and prepared this plat of the following described property:

Part of the East half of the Southwest Quarter of Section 15, Township 18 North, Range 9 East of the Third Principal Meridian, in the City of Urbana, Champaign County, Illinois, described as follows: Beginning at the Northwest Corner of Lot 143 in Savannah Green Subdivision Phase 4 per plat recorded as Document No. 2003R14300 in the Champaign County Recorder's Office; From said Point of Beginning, thence north 89°-15'-19" east 138.50 feet along the North Line of said Lot 143 and the North Line of an Alley in said Phase 4, to the Northeast Corner of said Alley, thence south 00°-44'-41" east 9.00 feet along the East Line of said Alley to the Northwest Corner of Lot 154 in said Phase 4, thence north 89°-15'-19" east 118.50 feet along the North Line of said Lot 154 to the Northeast Corner thereof; thence north 00°-44'-41" west 2.00 feet along the West Right-of-Way Line of Montgomery Street as dedicated in said Phase 4 to the Northwest corner of said Montgomery Street; thence north 89°-15'-19" east 194.50 feet along the North Line of said Montgomery Street and the North Line of Lot 155 and the North Line of an Alley, all in said Phase 4, to the Northeast Corner of said Alley, thence south 00°-44'-41" east 258.00 feet along the East Right-of-Way Line of said Alley to a Point of Curvature, thence southeasterly 30.63 feet along the arc of a curve concave to the northeast with a radius of 19.50 feet and the 27.58 foot chord of said arc bears south 45°-44'-41" west to a Point of Tangency on the North Right-of-Way Line of an Alley in Savannah Green Subdivision Phase 3 per plat recorded as Document Number 2002R28289 in said Recorder's Office; thence north 89°-15'-19" east 258.00 feet along said North Right-of-Way Line to a Point of Curvature, thence northeasterly 30.63 feet along the arc of a curve concave to the northeast having a radius of 19.50 feet and the 27.58 foot chord of said arc bears south 44°-15'-19" east, thence north 89°-15'-19" east 17.00 feet along said North Right-of-Way Line to the West Line of Outlot 23 in Savannah Green Subdivision Phase 1 per plat recorded as Document Number 2002R15250 in said Recorder's Office; thence north 00°-44'-41" west 485.00 feet along said West Line to the Northwest Corner of said Outlot 23; thence north 89°-15'-19" east 44.50 feet along the North Line of said Outlot 23 to the Northeast Corner thereof; thence north 00°-44'-41" west 861.24 feet along the East Line of said Southwest Quarter; thence south 89°-00'-24" west 200.00 feet; thence north 75°-51'-17" west 101.03 feet to the Northeast Corner of Lot 1 in Rainbow Subdivision per plat recorded in Book 88, page 292 in said Recorder's Office; thence south 00°-41'-52" east 224.39 feet along the East Line of said Lot 1 to the Southeast Corner thereof; thence north 78°-16'-29" west 235.66 feet along the South Line of said Lot 1; thence north 75°-27'-41" west 183.29 feet along said South Line; thence south 15°-43'-31" west 52.32 feet; thence south 78°-16'-29" east 7.35 feet; thence south 00°-44'-41" east 562.80 feet to a Point of Curvature, thence southeasterly 30.63 feet along the arc of a curve concave to the northwest having a radius of 19.50 feet and the 27.58 foot chord of said arc bears south 44°-15'-19" west to a Point of Tangency; thence south 89°-15'-19" west 100.00 feet to the Northern Extension of the East Right-of-Way Line of Ogathorpe Avenue in said Phase 4; thence north 00°-44'-41" west 4.00 feet along said Northern Extension; thence south 89°-15'-19" west 58.00 feet to the Northern Extension of the West Right-of-Way Line of said Ogathorpe Avenue; thence south 00°-44'-41" west 95.22 feet to the Northwest Corner of said Ogathorpe Avenue; thence north 89°-15'-19" east 58.00 feet along the North Line of said Ogathorpe Avenue to the Northeast Corner thereof; thence south 00°-44'-41" west 278.28 feet along the East Right-of-Way Line of said Ogathorpe Avenue to the Point of Beginning, containing 19.144 acres more or less.

This property has been subdivided into 81 lots numbered 161 through 242 inclusive, two outlots numbered 243 and 244, the streets, alleys and easements as shown. Said Subdivision is to be known as "Savannah Green Subdivision Phase 5" in the City of Urbana, Champaign County, Illinois.

This property lies within Zone "C" (Areas of minimal flooding) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for the City of Urbana, Champaign County, Illinois, Community Panel No. 170035 0006 B with an effective date of January 16, 1981.

APPROVED BY:  
THE CITY OF URBANA, PLAN COMMISSION OF THE CITY OF URBANA, ILLINOIS  
DATE: 9/25/03 CHAIRPERSON: *Michael P. Pate*

APPROVED BY:  
THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, IN ACCORDANCE WITH ORDINANCE No. 2003-10-118  
DATE: 10/20/03 BY: *Jeffrey D. Schaefer* MAYOR  
ATTEST: *Theresa D. Schaefer* CITY CLERK  
PRESENTED FOR RECORDING BY: *Robert K. Knapik* PLANNING MANAGER  
CITY OF URBANA

## NOTES:

- 1) ALL OF THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF URBANA.
- 2) ALL STREETS AND ALLEY RIGHTS-OF-WAY SHALL BE DEDICATED TO THE CITY OF URBANA.
- 3) ALL OF THIS SUBDIVISION PROPERTY LIES WITHIN THE ST. JOSEPH DRAINAGE DISTRICT NO. 3.
- 4) OUTLOT 244 IS SUBJECT TO A UTILITY EASEMENT COVERING ALL OF SAID OUTLOT.
- 5) DISTANCES SHOWN ON CURVED STREET AND ALLEY LINES ARE CHORD DISTANCES UNLESS NOTED OTHERWISE.

FAIRWORTH GROUP, INC.  
2709 McGRAW DRIVE  
BLOOMINGTON, IL 61704  
By: *Brian R. Myers*  
Professional Land Surveyor No. 3032



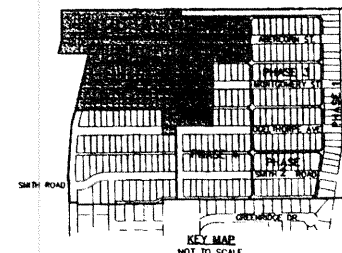
DATE: 9/19/03  
EXP. DATE: 11-30-2004  
SEAL: PAUL SEABORN  
NO. 100-000000

## DRAINAGE STATEMENT

WE, THE UNDERSIGNED, RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER OR OWNERS OF THE LAND SUBDIVIDED HEREBY OR THE DULY AUTHORIZED ATTORNEY OF SUCH OWNER OR OWNERS, STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE IS CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER OR SUB-DIVIDERS HAVE A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH THE GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

*Robert K. Knapik*  
OWNER

*Thomas D. Smith*  
Thomas D. Smith  
Illinois Registered Professional Engineer No. 082-048838



OWNER/DEVELOPER:  
ST. ANNE'S HOMES, INC.  
c/o MRS. SARADOLINE  
1700 CEDAR LAKE AVE.  
SPRINGFIELD, IL 62703  
(217) 523-2042

## FINAL PLAT

PROJECT:  
SAVANNAH GREEN  
SUBDIVISION  
PHASE 5  
URBANA, ILLINOIS

DATE: 9-20-03 SHEET NUMBER:  
DRAWN: KAP/MSH  
APPROVED: *Jeffrey D. Schaefer*  
BOOK NO.: 204700  
FILE NO.: 20-700  
PROJECT NO.: 00000

1 of 2

2003R48238

RECORDED ON

10-24-2003 9:20:41

CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

REC. FEE: 80.00  
REV FEE:  
PAGES: 18  
PLAT ACT:  
PLAT PAGE: 1

SPACE ABOVE THIS LINE FOR RECORDER

STATE OF ILLINOIS                    )  
  )     SS  
COUNTY OF CHAMPAIGN            )

**OWNER'S CERTIFICATE OF DEDICATION  
FOR FINAL PLAT OF  
SAVANNAH GREEN SUBDIVISION PHASE 5**

THE UNDERSIGNED, V-M L.L.C., an Illinois limited liability company (the "Declarant") being the owner of the legal and equitable title to the following described real estate situated in Champaign County, Illinois, to-wit:

Part of the East Half of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, in the City of Urbana, Champaign County, Illinois, described as follows: Beginning at the Northwest Corner of Lot 143 in Savannah Green Subdivision Phase 4 per plat recorded as Document No. 2003R14300 in the Champaign County Recorder's Office. From said Point of Beginning, thence north 89°-15'-19" east 136.50 feet along the North Line of said Lot 143 and the North Line of an Alley in said Phase 4, to the Northeast Corner of said Alley; thence south 00°-44'-41" east 9.00 feet along the East Line of said Alley to the Northwest Corner of Lot 154 in said Phase 4; thence north 89°-15'-19" east 119.50 feet along the North Line of said Lot 154 to the Northeast Corner thereof; thence north 00°-44'-41" west 2.00 feet along the West Right-of-Way Line of Montgomery Street as dedicated in said Phase 4 to the Northwest corner of said Montgomery Street; thence north 89°-15'-19" east 194.50 feet along the North Line of said Montgomery Street and the North Line of Lot 155 and the North Line of an Alley, all in said Phase 4 to the Northeast Corner of said Alley; thence south 00°-44'-41" east 258.00 feet along the East Right-of-Way Line of said Alley to a Point of Curvature; thence southeasterly 30.63 feet along the arc of a curve concave to the northeast with a radius of 19.50 feet and the 27.58 foot chord of said arc bears south 45°-44'-41" east to a Point of Tangency on the North Right-of-Way Line of an Alley in Savannah Green Subdivision Phase 3 per plat recorded as Document Number 2002R26269 in said Recorder's Office; thence north 89°-15'-19" east

258.00 feet along said North Right-of-Way Line to a Point of Curvature; thence northeasterly 30.63 feet along the arc of a curve concave to the northwest having a radius of 19.50 feet and the 27.58 foot chord of said arc bears north 44°-15'-19" east; thence north 89°-15'-19" east 17.00 feet along said North Right-of-Way Line to the West Line of Outlot 23 in Savannah Green Subdivision Phase 1 per plat recorded as Document Number 2002R15250 in said Recorder's Office; thence north 00°-44'-41" west 485.00 feet along said West Line to the Northwest Corner of said Outlot 23; thence north 89°-15'-19" east 44.50 feet along the North Line of said Outlot 23 to the Northeast Corner thereof; thence north 00°-44'-41" west 881.24 feet along the East Line of said Southwest Quarter; thence south 89°-09'-24" west 200.00 feet; thence north 75°-51'-17" west 101.03 feet to the Northeast Corner of Lot 1 in Rainbow Subdivision per plat recorded in Book BB, page 292 in said Recorder's Office; thence south 00°-41'-32" east 224.39 feet along the East Line of said Lot 1 to the Southeast Corner thereof; thence north 76°-16'-29" west 235.66 feet along the South Line of said Lot 1; thence north 75°-27'-41" west 163.29 feet along said South Line; thence south 13°-43'-31" west 52.32 feet; thence south 76°-16'-29" east 7.35 feet; thence south 00°-44'-41" east 562.90 feet to a Point of Curvature; thence southwesterly 30.63 feet along the arc of a curve concave to the northwest having a radius of 19.50 feet and the 27.58 foot chord of said arc bears south 44°-15'-19" west to a Point of Tangency; thence south 89°-15'-19" west 100.00 feet to the Northerly Extension of the East Right-of-Way Line of Ogelthorpe Avenue in said Phase 4; thence north 00°-44'-41" west 4.00 feet along said Northerly Extension; thence south 89°-15'-19" west 58.00 feet to the Northerly Extension of the West Right-of-Way Line of said Ogelthorpe Avenue; thence south 00°-44'-41" east 95.22 feet to the Northwest Corner of said Ogelthorpe Avenue; thence north 89°-15'-19" east 58.00 feet along the North Line of said Ogelthorpe Avenue to the Northeast Corner thereof; thence south 00°-44'-41" east 278.28 feet along the East Right-of-Way Line of said Ogelthorpe Avenue to the Point of Beginning, containing 19.144 acres more or less;

which is included in the annexed plat, having caused the same to be surveyed by Brian R. Myers of Farnsworth Group, Inc., Illinois Registered Land Surveyor No. 3032, and having subdivided said real estate into lots as indicated on the annexed plat bearing the certificate of Brian R. Myers of Farnsworth Group, Inc., Illinois Registered Land Surveyor No. 3032, under date of September 19, 2003, said subdivision to be known as Savannah Green Subdivision Phase 5, a subdivision in the City of Urbana, Champaign County, Illinois, does hereby acknowledge said plat as Declarant's own free and voluntary act and does hereby irrevocably convey, dedicate and relinquish to the said City any and all of the streets as indicated on said plat, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The lots in said subdivision are subject to a permanent easement as shown on said plat, identified thereon as "Utility Easement". Said easement shall be for the installation and maintenance of telephone, power, gas and sewer lines, cable television, other utilities and services, and is hereby granted and dedicated to the City of Urbana, Illinois. The lots in said subdivision are further subject to a permanent exclusive easement as shown on said plat identified thereon as "Exclusive Illinois Power Company Easement". Said easement shall be for the installation and maintenance of power and gas lines and is hereby granted and dedicated to the Illinois Power Company.

It is hereby provided, agreed and covenanted that all conveyances of property hereafter made by Declarant or future owners of any of the above described platted land shall be by adopting the description of the land as Lots 161 through 242 inclusive, Outlot 243 and Outlot 244 of Final Plat of Savannah Green Subdivision Phase 5, a subdivision in the City of Urbana, Champaign County, Illinois, be taken and understood and incorporated in all such conveyances without repeating the same, the said lots shall be subject to all easements as shown on the plat above mentioned, and that the lots shall be subject to the following covenants and restrictions, to-wit:

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, Declarant states that all of the real property described above and each part of it shall be held, sold, and conveyed only subject to the easements, covenants, conditions, and restrictions contained herein, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any part of it, their heirs, successors, and assigns, and shall inure to the benefit of each owner of it. Declarant reserves that right to cause additional real estate to be subject to terms and conditions which are similar to those provided for herein by filing with the Champaign County Recorder of Deeds one or more additional declarations of covenants, conditions, and restrictions making reference to this original Owner's Certificate. Declarant further states that all of the real property described above and each part of it shall be subject to the terms and conditions contained in that certain Owner's Certificate of Dedication for Final Plat of Savannah Green Subdivision Phase I, as recorded May 13, 2002, as Document No. 2002 R 15250 in the office of the Recorder of Deeds, Champaign County, Illinois.

## **ARTICLE ONE DEFINITIONS**

**Section 1.** "Association" shall mean and refer to the Savannah Green Homeowners' Association, its successors and assigns.

**Section 2.** "Declarant" shall mean V-M L.L.C.

**Section 3.** "Lot" shall mean any plot of land shown on the recorded subdivision plat referred to above, with the exception of the common areas.

**Section 4.** "Maintenance" shall mean the exercise of reasonable care of the Community Center park and building, if and when built, and its associated parking lot and land, if and when built, by exercising typical building maintenance, generally accepted lawn and garden management practices necessary to promote a healthy weedfree environment for optimum plant and lawn growth, and to pay the utility fees and real estate taxes, and maintenance of a common perimeter fence.

**Section 5.** "Member" shall mean every person or entity who holds membership in the Association.

**Section 6.** "Mortgage" shall mean a conventional mortgage or a deed of trust.

**Section 7.** "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

**Section 8.** "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

**Section 9.** "Subdivision" shall mean the subdivided real property described in this document and such additions to it as may be brought within the jurisdiction of the Association as provided in this document.

**Section 10.** "Common Area" shall mean all real property in which the Association owns an easement or fee interest.

## **ARTICLE TWO MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS**

**Section 1.** Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot. A registry shall be established listing all the owners of each lot. If there is more than one owner listed for an individual lot, a contact person shall be established from among the listed owners for that lot for the purpose of mailings, which will be sent to the contact only. If there is only one individual owner for that lot, that person shall also be named as the contact.

**Section 2.** The Association shall have two classes of voting members as follows:

**Class A:** Class A members shall be all the lot owners, with the Declarant being excepted until certain conditions are met in the next paragraph, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the one vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

**Class B:** The Class B member shall be Declarant, who shall be entitled to exercise one vote for each lot owned. No assessments shall be made on Class B members. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals seventy-five percent (75%) of the total votes outstanding in the Savannah Green Homeowners' Association, or on October 31, 2006, whichever first occurs. No assessments shall be made on Declarant once Class B membership is converted to Class A membership.

### **ARTICLE THREE ASSESSMENTS**

**Section 1. Lien and Personal Obligation of Assessments.** Declarant covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments, (2) special assessments for capital improvements, and (3) for other obligations provided for herein. Such assessments will be established and collected as provided in this document. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and the charge shall be a lien on the lot from the time that notice of the lien is recorded in the Recorder's Office. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person, persons, or entity who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

**Section 2. Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision, and for the improvement and maintenance of the landscaping, perimeter fencing constructed by the Declarant or the Association and Community Center park and building, if and when built, as well as the ancillary parking lot, if any, within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- a. Maintenance and repair of the Community Center park and building, if and when built, the associated parking lot, if and when built, and the landscape of the dedicated area.
- b. Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.
- c. A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- d. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper for the benefit of lot owners, or for the enforcement of these restrictions.

**Section 3. Initial Annual Assessment.**

- a. All home purchasers shall pay an initial fee of Sixty Dollars (\$60) payable and due to the Association at the time of closing, regardless of the date of closing. There shall be no other fees or assessments until October 31, 2006, and upon this date the Sixty Dollars (\$60) initial fee shall become the annual assessment.
- b. From and after October 31, 2006, all other fees and assessments shall be assessed and collected by the Association.
- c. The annual assessment may not be increased by more than five percent (5%) per annum without a simple majority vote of all members.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any maintenance. Any such assessment must be approved by a simple majority vote of all members.

**Section 5. Notice and Quorum for Action Authorized under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized by Sections 3 or 4 shall be sent to all contacts not less than ten (10) nor more than thirty (30) days in advance of such meeting. A member absent from said meeting or meetings may vote by written proxy.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots on the basis of the same assessment for each lot regardless of its size or value.

**Section 7. Commencement and Collection of Annual Assessments.** The Board of Directors of the Associates shall fix the amount of the annual assessment as provided for herein against each lot at least sixty (60) days in advance of the due date provided no annual assessment may be increased by more than five percent (5%) per annum without a vote of the members as provided for herein, assessments shall be due on or before the first day of each year, unless otherwise voted by the Homeowner's Association. Notice of the annual assessments shall be sent to every contact subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association shall have the right to file a lien against the lot which is the subject of an unpaid assessment. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. The Owner shall be obligated to personally pay the reasonable attorney fees incurred by the Association for collection of assessments which become in default. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or the abandonment of the owner's lot or any common area.



**Section 9.** Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of it shall extinguish the assessment lien as to payments that become due prior to such sale or transfer.

#### **ARTICLE FOUR USE RESTRICTIONS**

**Section 1.** No trailer, basement, tent, shack, garage, barn or other outbuilding placed on any lot shall, at any time, be used as a residence, temporarily or permanently.

**Section 2.** All driveways located upon a lot shall be constructed exclusively of concrete.

**Section 3.** All homeowners shall maintain "successful ground covering" at all times. "Successful ground covering" shall be established within six months of closing. "Successful ground covering" shall consist primarily of grass and shall not include what are commonly thought of as weeds.

**Section 4.** No outside television or radio aerial or antenna, or other aerial or antenna or dish (excepting 18" DSS dishes) or signal receptacle for reception or transmission, shall be maintained on the exterior of any lot or living unit without the written consent of the Architectural Control Committee. All 18" DSS dishes will be maintained on the rear side of the roof and be no higher than five feet above the highest point of the roof.

**Section 5.** No spirituous, vinous or malt liquor shall be sold, or kept for sale, on any lot.

**Section 6.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other generally recognized household pets, provided they are not kept, bred or maintained for any commercial purpose. Any such domestic pet shall not be permitted to cause or create a nuisance, disturbance or unreasonable amount of noise which may affect any resident or other person on the properties. Any such pet must be kept within the confines of the owner's lot or must be on a leash held by a person. Notwithstanding any other provision contained herein, pot bellied pigs are not allowed at any location or at any time on any lot.

**Section 7.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.

**Section 8.** No lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store or accumulate used cars, parts therefrom or junk of any kind or character whatever. No wagon, vehicle, boat or other watercraft, motor home, trailer, camper, automobile, truck, trailer or other transportation device of any kind, may be parked on any lot, except inside a garage. No owner,

tenant or other person shall repair or restore any vehicle of any kind upon any lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

**Section 9.** Rubbish, trash, garbage or other waste shall be kept in sanitary containers, and shall not be stored, kept deposited or left on any lot or any other part of the properties, except such garbage and rubbish which shall necessarily accumulate from the last garbage and rubbish collection.

**Section 10.** No sign of any kind shall be maintained or displayed on any lot except customary name and address signs, or customary signs related to the sale or rental of said lots. Customer name and address signs do not include signs identifying any type of business or commercial activity.

**Section 11.** Easements for installation of utilities and drainage facilities are shown on the recorded subdivision plat. Any easement over that portion of any lot designated as Easement shown on the recorded plat of said subdivision is hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, pole and wires, either overhead or underground, for the purposes of providing any property in said section with gas, electric, telephone, water, sewer or other utility services. Overhead cables, poles and wires for public utilities shall be permitted only on such portion of any lot designated for public utilities, but all electric and telephone service lines therefrom for any improvements in said subdivision shall be installed and maintained underground. Within these easements, no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may impair the flow of water drainage in the easements.

**Section 12.** These restrictions shall be binding upon all parties and all persons claiming through or under them for a period of twenty-five (25) years from the date these covenants are filed for record, after which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then members is filed of record agreeing to change or revoke such covenants in whole or in part.

**Section 13.** No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots.

**Section 14.** Nothing shall be done or kept on a lot which would increase the rate of insurance relating to other lots, and no owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any other residence or which would be in violation of any law.

**Section 15.** No fence, hedge, wall or other dividing instrumentality over four feet in height measured from the ground on which it stands shall be constructed or maintained on any lot.

**Section 16.** Except for the perimeter fence constructed by the Declarant or Association, any boundary fence constructed upon the premises must be a minimum of six (6) inches inside the property line, contain an unlocked gate if located adjacent to a public alley, and constructed of any decorative material. Chain link fencing may not be constructed on any lot for any purpose. Notwithstanding any other provision contained herein, an Owner may not construct a fence without permission of either the Architectural Control Committee or the Association. Any fence built by an Owner must meet the minimum standards of Section 15 and Section 16 of this Article Four.

**Section 17.** Before the commencement of any construction on any lot, the building design, location, construction plans, and construction materials must be approved by the Architectural Review Committee which has been established by the Declarant.

**Section 18.** Without written permission of the Declarant or Association, no clothes line, whether temporary or permanent, shall be used or installed in the yard or any other area outside the residence.

**Section 19.** The exterior of attached dwelling units shall be maintained such that there is a uniform color and appearance, including the roof, for all garages and homes.

**Section 20.** No above-ground swimming pool shall be constructed without permission of the Declarant.

#### **ARTICLE FIVE OWNER'S OBLIGATION TO REPAIR**

**Section 1.** Each owner shall, at his sole expense, be responsible for the condition of the sidewalk, curb, gutter, and the yard grade of the premises. In the event that same is in any way damaged or disturbed after transfer of title from the Declarant, the Owner agrees to assume responsibility of same, so as to comply with these restrictions, and the ordinances of law of the City of Urbana.

**Section 2.** Each Owner shall, at such Owner's sole cost and expense, repair such Owner's residence, keeping the same in the condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

#### **ARTICLE SIX OWNER'S OBLIGATION TO REBUILD**

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and

shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

**ARTICLE SEVEN  
MAINTENANCE OF THE YARD AND THE LANDSCAPING  
OF A MEMBER'S LOT**

The Declarant hereby authorizes the Association to maintain the yard and landscaping of a member's lot in the event that a member fails to reasonably do so. The Association shall be entitled to a lien on the maintained property for such maintenance, until such time as the member reimburses the Association. The Owner shall be obligated to pay to the Association the cost of said maintenance, together with interest at the rate of eighteen percent (18%) per annum, and any reasonably incurred attorney fees pertaining to enforcement of the terms of this Article Seven.

**ARTICLE EIGHT  
EASEMENT FOR AND MAINTENANCE OF PERIMETER FENCE**

Along the perimeter of the subdivision or subdivisions which comprise the development, the Declarant may construct a perimeter fence. This fence will be located on several privately owned lots. Each Owner affected hereby grants to the Association an easement for the location of the fence, and also for maintenance and replacement of same. The Association shall be obligated to insure, maintain and replace said fence. An Owner shall be responsible for mowing on both sides of the fence.

**ARTICLE NINE  
PARTY WALL**

All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two or more living units or garages shall at all times be considered party walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the 12 ground and along the whole length of any part of the length thereof for the support of said dwelling unit or garage and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:

- a. No lot owner nor any successor in interest shall have the right to extend said party wall in any manner either in length, height or thickness.
- b. No lot owner shall do anything to disturb the right of any other owner to use such party wall.
- c. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such

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

## ARTICLE TEN GENERAL PROVISIONS

**Section 1. Enforcement.** Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any Owner who violates these covenants shall be obligated to pay the attorney fees of the Association or Declarant which are incurred to enforce the covenants against the Owner.

**Section 2. Severability.** Invalidation of any one of these covenants or restrict by judgment or court order shall in no way affect any other provisions, which remain in full force and effect.

**Section 3. Amendments.** Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than three-quarters of members, with both Class A and Class B members being considered as though they were one class.

**Section 4. Limitation of Liability.** Notwithstanding any provision contained herein to the contrary, the members of Declarant have executed this instrument for the sole purpose of obligating said Illinois limited liability company to the terms hereof and the undersigned member undertakes no obligations or liabilities on his own behalf by reason of the execution of this instrument.

## ARTICLE ELEVEN DISPUTE RESOLUTION

Should a dispute arise between Owners sharing a common wall for either or both a garage or home regarding the obligation to provide uniform color and appearance, then Owners agree to submit the dispute to the Association board of directors for binding resolution. Owners shall be bound by the decision of the Association. One Owner shall have authority to submit the dispute to the board of directors of the Association. The board of directors shall hold a hearing inviting both parties involved in the dispute, with the decision being binding on both Owners and enforceable by both Owners and the Association. Should the Association decide to enforce its decision, then the contesting Owner shall pay the attorney fees and court costs of the Association.

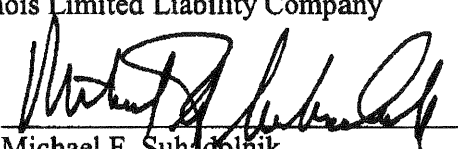
048238

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 1<sup>st</sup> day of OCTOBER, 2003.

**DECLARANT:**

V-M L.L.C.  
An Illinois Limited Liability Company

By:


  
Michael F. Suhadolnik  
Its President and Member

STATE OF ILLINOIS                    )  
  )  
COUNTY OF SANGAMON            )     SS  
  )  
  )  
COUNTY OF CHAMPAIGN            )

I, THE UNDERSIGNED, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL F. SUHADOLNIK, personally known to me to be the President and Member of V-M L.L.C., an Illinois limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Member, he signed and delivered the said instrument of writing as President and Member of said limited liability company as his free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal this 1<sup>st</sup> day of October, 2003.



  
Notary Public

**Prepared By And After Recording Return To:**

PATRICK T. FITZGERALD  
Meyer Capel, A Professional Corporation  
306 West Church Street  
Post Office Box 6750  
Champaign, Illinois 61826-6750  
Telephone: (217) 352-1800

048238

**TAX CERTIFICATE  
LEGAL DESCRIPTION**

STATE OF ILLINOIS                    )  
  )  
COUNTY OF CHAMPAIGN            )

I, THE UNDERSIGNED, COUNTY CLERK OF CHAMPAIGN COUNTY, ILLINOIS, DO  
HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT  
GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT  
SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED AS FOLLOWS:

Part of the East Half of the Southwest Quarter of Section 15, Township 19 North, Range 9  
East of the Third Principal Meridian, in the City of Urbana, Champaign County, Illinois,  
described as follows: Beginning at the Northwest Corner of Savannah Green Subdivision  
Phase 2 recorded as Document No. 2002R19762 in the Champaign County Recorder's  
Office. From said Point of Beginning, thence north 00°-42'-57" west 531.28 feet along the  
West Line of the East Half of said Southwest Quarter; thence north 89°-15'-19" east 141.11  
feet; thence north 00°-44'-41" west 12.00 feet; thence north 89°-15'-19" east 58.00 feet;  
thence south 00°-44'-41" east 12.00 feet; thence north 89°-15'-19" east 256.00 feet; thence  
north 00°-44'-41" west 12.00 feet; thence north 89°-15'-19" east 58.00 feet; thence south 00°-  
44'-41" east 278.28 feet; thence north 89°-15'-19" east 136.50 feet; thence south 00°-44'-41"  
east 9.00 feet; thence north 89°-15'-19" east 119.50 feet; thence north 00°-44'-41" west 2.00  
feet; thence north 89°-15'-19" east 194.50 feet; thence south 00°-44'-41" east 258.00 feet to  
the North Line of an Alley in Savannah Green Subdivision Phase 3 recorded as Document  
No. 2002R26269 in the Champaign County Recorder's Office; thence south 89°-15'-19" west  
17.00 feet along said North Line; thence south, southwest and west 30.63 feet along said  
North Line being the arc of a curve concave to the northwest with a radius of 19.50 feet and  
the 27.58 foot chord of said arc bears south 44°-15'-19" west to a Point of Tangency; thence  
south 89°-15'-19" west 258.00 feet along said North Line to a Point of Curvature; thence  
west, northwest and north 30.63 feet along said North Line being the arc of a curve concave  
to the northeast with a radius of 19.50 feet and the 27.58 foot chord of said arc bears north  
45°-44'-41" west; thence south 89°-15'-19" west 17.00 feet along said North Line; thence  
south, southwest and west 30.63 feet along said North Line being the arc of a curve concave  
to the northwest with a radius of 19.50 feet and the 27.58 foot chord of said arc bears south  
44°-15'-19" west to a Point of Tangency; thence south 89°-15'-19" west 258.00 feet along  
said North Line to a Point of Curvature, said Point of Curvature being the Northeast Corner  
of said Savannah Green Phase 2; thence west, northwest and north 30.63 feet along the North  
Line of an Alley in said Savannah Green Phase 2 being the arc of a curve concave to the  
northeast with a radius of 19.50 feet and the 27.58 foot chord of said arc bears north 45°-44'-  
41" west; thence south 89°-15'-19" west 17.00 feet along said North Line; thence south,  
southwest and west 30.63 feet along said North Line being the arc of a curve concave to the

048238

northwest with a radius of 19.50 feet and the 27.58 foot chord of said arc bears south 44°-15'-19" west to a Point of Tangency; thence south 89°-15'-19" west 258.00 feet along said North Line to a Point of Curvature; thence west, northwest and north 30.63 feet along said North Line being the arc of a curve concave to the northeast with a radius of 19.50 feet and the 27.58 foot chord of said arc bears north 45°-44'-41" west; thence south 89°-15'-19" west 21.88 feet along said North Line to the Point of Beginning, containing 9.364 acres more or less.

Part of Permanent Index Number 91-21-15-376-006

DATED THIS 2nd DAY OF October, 2003.

  
COUNTY CLERK  
CHAMPAIGN COUNTY, ILLINOIS





**SCHOOL DISTRICT STATEMENT**

---

Pursuant to Public Act Number 286, 765 ILCS 205/1.005, V-M L.L.C., an Illinois limited liability company, owner of the following described tract of land:

**LOTS 161 THROUGH 242 INCLUSIVE, OUTLOT 243 AND OUTLOT 244  
SAVANNAH GREEN SUBDIVISION PHASE 5**

more particularly described as:

Part of the East Half of the Southwest Quarter of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, in the City of Urbana, Champaign County, Illinois, described as follows: Beginning at the Northwest Corner of Savannah Green Subdivision Phase 2 recorded as Document No. 2002R19762 in the Champaign County Recorder's Office. From said Point of Beginning, thence north  $00^{\circ}-42'-57''$  west 531.28 feet along the West Line of the East Half of said Southwest Quarter; thence north  $89^{\circ}-15'-19''$  east 141.11 feet; thence north  $00^{\circ}-44'-41''$  west 12.00 feet; thence north  $89^{\circ}-15'-19''$  east 58.00 feet; thence south  $00^{\circ}-44'-41''$  east 12.00 feet; thence north  $89^{\circ}-15'-19''$  east 256.00 feet; thence north  $00^{\circ}-44'-41''$  west 12.00 feet; thence north  $89^{\circ}-15'-19''$  east 58.00 feet; thence south  $00^{\circ}-44'-41''$  east 278.28 feet; thence north  $89^{\circ}-15'-19''$  east 136.50 feet; thence south  $00^{\circ}-44'-41''$  east 9.00 feet; thence north  $89^{\circ}-15'-19''$  east 119.50 feet; thence north  $00^{\circ}-44'-41''$  west 2.00 feet; thence north  $89^{\circ}-15'-19''$  east 194.50 feet; thence south  $00^{\circ}-44'-41''$  east 258.00 feet to the North Line of an Alley in Savannah Green Subdivision Phase 3 recorded as Document No. 2002R26269 in the Champaign County Recorder's Office; thence south  $89^{\circ}-15'-19''$  west 17.00 feet along said North Line; thence south, southwest and west 30.63 feet along said North Line being the arc of a curve concave to the northwest with a radius of 19.50 feet and the 27.58 foot chord of said arc bears south  $44^{\circ}-15'-19''$  west to a Point of Tangency; thence south  $89^{\circ}-15'-19''$  west 258.00 feet along said North Line to a Point of Curvature; thence west, northwest and north 30.63 feet along said North Line being the arc of a curve concave to the northeast with a radius of 19.50 feet and the 27.58 foot chord of said arc bears north  $45^{\circ}-44'-41''$  west; thence south  $89^{\circ}-15'-19''$  west 17.00 feet along said North Line; thence south, southwest and west 30.63 feet along said North Line being the arc of a curve concave to the northwest with a radius of 19.50 feet and the 27.58 foot chord of said arc bears south  $44^{\circ}-15'-19''$  west to a Point of Tangency; thence south  $89^{\circ}-15'-19''$  west 258.00 feet along said North Line to a Point of Curvature, said Point of Curvature being the Northeast Corner of said Savannah Green Phase 2; thence west, northwest and north 30.63 feet along the North Line of an Alley in said Savannah Green Phase 2 being the arc of a curve concave to the northeast with a radius of 19.50 feet and the 27.58 foot chord of said arc bears north  $45^{\circ}-44'-41''$  west; thence south  $89^{\circ}-15'-19''$  west 17.00 feet along said North Line; thence south, southwest and west 30.63 feet along said North Line being the arc of a curve concave to the northwest with a radius of 19.50 feet and the 27.58 foot chord of said arc bears south  $44^{\circ}-15'-19''$  west to a Point of Tangency; thence south  $89^{\circ}-15'-19''$  west 258.00 feet along said North Line to a Point of Curvature; thence west, northwest and north 30.63 feet along said North

048238

Line being the arc of a curve concave to the northeast with a radius of 19.50 feet and the 27.58 foot chord of said arc bears north 45°-44'-41" west; thence south 89°-15'-19" west 21.88 feet along said North Line to the Point of Beginning, containing 9.364 acres more or less;

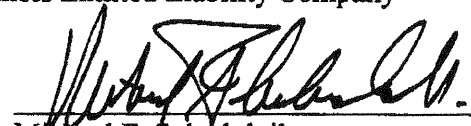
does hereby state that to the best of its knowledge the aforesaid subdivision lies in the Urbana School District 116.

IN WITNESS WHEREOF, the undersigned has executed this School District Statement this 21 day of OCTOBER, 2003.

V-M L.L.C.

An Illinois Limited Liability Company

By:



Michael F. Suhadolnik

Its President and Member

2003R48238

RECORDED ON

10-24-2003 9:20:41

CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA

REC. FEE: 80.00  
REV FEE:  
PAGES: 18  
PLAT ACT:  
PLAT PAGE: 1

Savannah Green Sub, Phase 5

Date: 10-20-03

Instrument: Plat

Description: SW 1/4 15-19-9

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return to: Rob 384-2440

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