Filed Signed

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STATE OF ILLINOIS

) SS

COUNTY OF CHAMPAIGN )

HUNTERS RIDGE THIRD SUBDIVISION OWNER'S CERTIFICATE, SCHOOL DISTRICT STATEMENT AND RESTRICTIVE COVENANTS

FIELDS CROSSING MAHOMET,

LLC, an Illinois limited liability corporation, being the legal owners (herein the "Owners") of the following described real estate:

See legal description attached hereto as Exhibit A

have caused the same to be surveyed by Bryan K. Bradshaw, Illinois Professional Land No. 3738, and Surveyor subdivided said real estate into lots, streets, and utility and drainage easements as indicated on the annexed plat, (herein the "Plat") bearing the Certificate of Bryan K. Bradshaw under date of April 1, 2015, said subdivision to be known as HUNTERS RIDGE THIRD SUBDIVISION and to be part of a larger development comprised of other subdivisions platted under the name of HUNTERS RIDGE by owners or their. successors and assigns (herein collectively ' "HUNTERS RIDGE SUBDIVISIONS"), situated in the Village of Mahomet, Champaign County, Illinois.



2015R2Z614

REC ON: 11/25/2015 8:31:19 AM
CHAMPAIGN COUNTY

BARBARA A. FRASCA, RECORDER
REC FEE: 110.00
RHSPS Fee: 9.00
PAGES 30
PLAT ACT: PLAT PAGE: 1

Owners hereby grant and dedicate 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.

Owners hereby dedicate 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, or cable television. All such utility improvements shall be located underground.

An owner of easement rights hereunder, including the Village of Mahomet, 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 as 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 or in a drainage easement, 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 Lot 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. No owner of easement rights hereunder shall fill, grade, or obstruct drainage swales so as to negatively impact drainage flow in the subdivision.

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 cost of collection of same, including reasonable attorney fees.

The owners of easement rights granted hereunder, other than the Village of Mahomet, hereby indemnify, hold harmless, and defend Owner, 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, sub lessees, 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 casement rights granted hereunder other than the Village of Mahomet hereby indemnify, hold hamless, and defend Owners, their 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 or use of said easements by public or private utilities shall bind such party to comply with any obligations set forth herein regarding use of such easement areas.

It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described on the aforesaid Surveyor's Certificate shall, by adopting the above description of said platted lands, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable. Notwithstanding the foregoing, all Lot Owners must recognize that the following restrictions are in addition to all applicable laws and ordinances which affect the subject real estate, including the ordinances of the Village of Mahomet, and all Lot Owners are required to comply with such laws and ordinances, which may impose more restrictive requirements than provided herein.

## **DEFINITIONS**

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

Accessory Building: Separate building or buildings or portions of the main building located on the same building site and which are incidental to the main building or to the main use of the premises.

Architectural Control Committee: A designated body with the authority to approve or disallow the placement of any structure on a building site.

Building Area: That portion of a Building Site within which the construction and maintenance of buildings is permitted.

Building Site: A portion of the Subdivision consisting of at least one entire Lot as platted.

Common Areas: The areas specifically identified as Common Areas on the Plats of Hunters Ridge First and Second Subdivisions filed in the Recorder's Office of Champaign County, Illinois, including, without limitation, storm water detention basins to be conveyed to the Hunters Ridge Homeowners Association, or a comparable entity organized to own and maintain such areas.

<u>Developer:</u> The developers are FIELDS CROSSING MAHOMET, LLC, an Illinois limited liability company, its successors or assigns, having its principal office at: 7617 N. Villa Wood Lane, Suite B, Peoria, Illinois 61614.

<u>Dwelling Unit:</u> A structure or portion thereof designed and constructed for the residential use of one household.

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

<u>Lot or Lots:</u> Any building site within the Development wherein a single family site shall be one Lot.

Lot Owner: The owner of a Building Site.

Single Family Unit: A separate and detached building designed and constructed for the residential use of one and only one household.

Structure: Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).

<u>Subdivision:</u> Hunters Ridge Third Subdivision, Village of Mahomet, Champaign County, Illinois.

# AREA OF APPLICATION

The covenants, in their entirety, shall apply to Lots 301 through 316 inclusive of HUNTERS RIDGE THIRD SUBDIVISION, Village of Mahomet, Champaign County, Illinois.

### COVENANTS

### 1. Allowable Structures:

- A. <u>Single Family Units:</u> No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family unit, a private garage for not more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.
- B. <u>Manufactured Homes Prohibited</u>: No units as described above which are a manufactured structure, a pre-fab building or a component-construction home will be allowed to be built upon any lot in the subdivision.

### 2. Architectural Control:

A. <u>Committee Membership</u>: The Architectural Control Committee shall initially be composed of the manager of FIELDS CROSSING MAHOMET, LLC, 7617 N. Villa Wood

Lane, Suite B, Peoria, Illinois 61614.

In the event there is no manager of Fields Crossing Mahomet, LLC due to the sale or dissolution of Fields Crossing Mahomet, LLC, the last acting manager shall designate the new

member of the Architectural Control Committee. At such time as the member of the Architectural Control Committee changes, the new member shall provide written notice to all of the Lot Owners in Hunters Ridge Third Subdivision. Said notice shall include the member's name, address and telephone number.

At such time as the non-developer owners of legal title of record of one hundred percent (100%) of the building sites in the Hunters Ridge Third Subdivision is obtained, the then acting manager of the Architectural Control Committee shall resign upon the creation of a new committee by the Homeowners' Association. The new committee, as created by the Homeowners' Association shall then have full authority to act as the Architectural Control Committee. The new committee shall consist of at least three (3) members as elected by the Board of the Homeowners' Association. A two-thirds (2/3) majority shall be required for committee action.

In the event of the death or resignation of any member of such committee, the remaining members shall have full authority to designate a successor.

B. <u>Powers:</u> It is the purpose of the Architectural Control Committee to promote the residential development of Hunters Ridge Third Subdivision or any related subdivisions to be platted in the future and to enhance property values; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not benefit and enhance the development of the area; such approval, however, shall not be unreasonably withheld.

The Architectural Control Committee shall have the power to increase or reduce side, front, and rear yard requirements, for purposes of these covenants, in the same percentages as variances are allowable by the Zoning Ordinance of the Village of Mahomet, as amended from time to time. Notwithstanding the foregoing, any required variance under the Village of Mahomet Zoning Ordinance shall still be required.

The members of the Architectural Control Committee shall not be held personally liable for any judgment made by such committee. The Architectural Control Committee shall act in good faith and utilize reasonable care in rendering all decisions.

#### C. Procedures:

(i) Building Plans, etc.: No building, planting, dwelling, fence or other structure (including, but not limited to, antenna systems) 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 buildings, and the grading plan of the building site shall have been submitted in triplicate to and approved by the Architectural Control Committee, and until a copy of such plans, specifications, plot plan and grading plan

("Plans") as finally approved is deposited for permanent record with the Architectural Control Committee.

- (ii) Approval by the Architectural Control Committee: Upon receipt of the Plans as set forth in paragraph 2(c)(i), the Architectural Control Committee shall review the Plans and inform the Lot Owner of the approval or rejection of the Plans within thirty (30) days of the Committee's receipt of said Plans. If the Architectural Control Committee fails to approve or reject any Plans or matter requiring approval within thirty (30) days after the Plans have been submitted to it, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with. If no Plans are submitted and the Lot Owner commences construction or if prior to the Plans being approved by the Architectural Control Committee, the Lot Owner commences construction, the Architectural Control Committee may commence a lawsuit to enjoin said construction with all costs and attorneys' fees being levied against the Lot Owner and/or the Lot. All of said costs and fees shall be due and payable upon demand by the Architectural Control Committee.
- (iii) Right of Inspection: During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control Committee, or any agent of such 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.

# (iv) Waiver of Liability:

- (a) The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said 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.
- (b) 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 any 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.
- (v) <u>Constructive Evidence of Action by Architectural Control 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 encumbrances in good faith in acting thereon.

(vi) <u>Certificate of Completion:</u> The Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its Certificate of Completion.

# Minimum Dwelling - Quality and Size:

- A. <u>Single Family Unit</u>: No dwelling unit shall be permitted on any site unless it includes at least a two-car garage but not more than a three-car garage. No one-story dwelling shall occupy a total floor area of less than 1,325 square feet, and no dwelling having more than one story shall occupy a total floor area of less than 1,600 square feet. In computing the floor areas of a dwelling for the purpose of applying this restriction, attached enclosed garages shall not be considered to be a part of a one-story dwelling.
- Building Location: No building shall be located on any lot except within the building lines as shown upon the recorded Plat; and in accordance with the Zoning Ordinance of the Village of Mahomet, unless said building is constructed on two or more lots, in compliance with the Village of Mahomet Zoning Ordinance and/or other applicable ordinances.
- Easements: Easements for the installation and maintenance of utilities and drainage facilities whether above or below ground are reserved as noted on the recorded Plat. No structure shall be erected, placed or allowed to remain over areas reserved for easements, which would damage or interfere with the construction or maintenance of said utilities or interfere with drainage or drainage easements. All connections to utility services shall be made underground. Any required above ground appurtenances to the underground utility system shall be located within six feet of said lot lines.
- 6. Permissible Building Order of Construction: All buildings erected on any building site shall be constructed of material of quality suitably adapted for use in the construction of residences or commercial buildings, and no building or buildings shall be moved to and placed upon said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection of 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.
- Non-Occupancy and Diligence during Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction 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.

- Temporary Structures: No structure of a temporary character, trailer, basement, shack, garage, barn or other out-building shall be used on any lot as a residence at any time either temporarily or permanently.
- 9. Satellite Dishes: No Satellite dish with a diameter exceeding twenty inches (20") shall be permitted upon any part of the Subdivision or buildings therein; this restriction does not apply to the commercial buildings. For all lots, no satellite dishes or antenna shall be visible from the front elevation of any unit.
- Above Ground Swimming Pools and Out-Door Clothes/Laundry Lines: No above-ground swimming pools or out-door clothes/laundry lines shall be erected, constructed, or maintained upon any part of the Subdivision.
- 11. Sheds: No sheds, including but not limited to garden sheds, potting houses or any other type of out-building shall be erected, constructed or maintained upon any part of the Subdivision; unless otherwise approved by the Hunters Ridge Homeowners' Association after two years from the recording of these covenants.
- Basketball Poles: All basketball poles, whether temporary or permanent, must be approved by the Architectural Control Committee.
- 13. Yard Lights: The front yard of each residential lot in the subdivision shall contain a yard light within ten feet of the front sidewalk; the design of the yard light shall be black and a model specifically chosen by the developer. All outdoor lighting shall be shielded to prevent an inordinate amount of light from shining upward. The outdoor lighting shall be approved by the Architectural Committee.
- 14. Sod Requirement: The front yard of each lot shall be sodded and seed is allowed in the side and back yards. Landscaping plans shall be as approved by the Architectural Control Committee.
- 15. Address and Mailbox: Street numbers must be placed on both the mailbox and the house.

  All mailboxes will be constructed using an unpainted cedar post with a black mailbox.
- Design of all Single Family Units:
  - A. Roof All shingles used in roof construction shall be Architectural style shingles.
    - B. <u>Slider Windows:</u> No slider windows except when used in basements.

- C. <u>Color and Design:</u> All residential units shall have at least 25% of brick on the front elevation. All exterior brick and siding color selections should be submitted with the building plans. In any event, all colors should be in the earth tone range for brick, siding and shingles; primary colors are strictly prohibited. No Contemporary designs are allowed.
- D. Exterior Materials: The only permitted exterior construction materials allowed on any structure in the subdivision include: wood, fibercement or vinyl; aluminum may only be used for soffit, fascia and trim.
- 17. <u>Signs:</u> All commercial signage displayed in any area not on the building itself shall be of a monument-style and in a design approved by the Developer.
- Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, soil stripping, or mining operations of any kind shall be permitted upon or in upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be crected, maintained or permitted upon any lot.
- or kept on any lot, except that no more than three common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All 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. In the event any Lot Owner fails to comply with the provisions of this paragraph, the Hunters Ridge Homeowners' Association (the "Homeowners' Association") may give said Lot Owner written notice requesting cure of said violation. In the event the Lot Owner fails to cure said violation within 15 days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said refuse and charge the Lot Owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.
- Subsurface Drainage: Easements for the maintenance for 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 said field tiles; provided, however, that any such drainage easement and field tile may be relocated on any said lot by the owner thereof in order to accommodate any development and improvement on said lot, as long as the relocated field tile 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.

- Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements 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. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All 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., In the event the Lot Owner fails to comply the Homeowners' Association may give said Lot Owner written notice requesting cure of said violation. In the event the Lot Owner fails to cure said violation within fifteen (15) days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said materials and charge the Lot Owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charge as well as administrative and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.
- 23. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point thirty (30) feet on the street property line outward from the edge of the driveway and a point on the edge of the driveway ten (10) feet from the street property line.
- Sewerage System / Water System: No individual on-site sewerage disposal system or water supply well shall be installed or maintained on any lot.
- 25. Off-Street Parking: All Lot Owners shall provide and use at all times off-street parking for the number of automobiles in use by the owner or resident on the property. At least one (1) parking space per garage space shall be provided for each dwelling unit. All Lot Owners or residents in Hunters Ridge Third Subdivision owning or possessing tracks, boats, or recreational vehicles which they desire to park in the Subdivision shall provide and use an enclosed garage for the storage of such trucks, boats, or vehicles when not in use.
- 26. Sidewalks and Driveways: The Developer shall install any sidewalk required by the Village of Mahomet or the Developer within the subdivision until such responsibility has been delegated to someone else in writing by the Developer.

Each Lot Owner shall repair, maintain and replace, in good condition, any sidewalk for his respective Lot until such time as responsibility for repair and maintenance has been accepted by public authorities. Until such acceptance by public authorities, any sidewalk construction or any defective sidewalk which requires repair or replacement shall be constructed, repaired or replaced in accordance with the construction plans prepared by Phoenix Consulting Engineers, Ltd. for Hunters Ridge Third Subdivision and shall comply with the requirements of the Village of Mahomet. Driveways to the street shall be constructed by each Lot Owner of concrete, asphalt, or brick materials unless otherwise approved by the Architectural Control Committee, and shall comply with the requirements of the Village of Mahomet.

- 27. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; weeds on vacant lots shall be cut at minimum between May 1 and May 15, June 15 and June 30, and again between September 1 and September 15 in each year. If the Lot Owner fails to do so, the Architectural Control Committee or the Homeowners' Association may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed the actual cost of completion plus 20% of the cost for handling charges.
- 28. Waiver: The failure of the Architectural Control Committee, any building site owner, the Village of Mahomet 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 restrictions, condition, covenant, reservation, lien, or charge.
- 29. Term: Unless amended as provided in paragraph 31 herein, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twentyfive (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
- 30. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or person(s) violating or attempting to violate any covenant, either to restrain or to recover damages. Each Lot Owner, the Developer, and the Homeowners' Association shall have standing to enforce these restrictive covenants. In addition, the Village of Mahomet shall have standing to enforce any provision herein. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.
- 31. Authority to Amend or Release Covenants: At such time as the non-developer owners of legal title of record of seventy-five percent (75%) of the lots in Hunters Ridge Third Subdivision are held by non-developer owners, the lot owners 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 seventy-five percent (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 5,18, 19, 21, 23, 24, 28, 29, 30, 31, 32, 33, 36 and 37 shall not be altered or released without the written approval of the Board of Trustees of the Village of Mahomet, Illinois.

Notwithstanding any provision herein to the contrary, covenants 1, 2, 3, 6, and 16, shall not be altered or released without the written approval of the Developer if Developer owns any lots or common areas within Hunters Ridge Third Subdivision.

# 32. Homeowners Association:

- A. <u>Formation and Membership</u>. Upon the Village of Mahomet executing a final Occupancy Permit for a completed residence upon a lot within Hunters Ridge Third Subdivision, the Lot Owner shall automatically become a member of the Hunters Ridge Homeowners Association, or a comparable entity. Upon Village of Mahomet approval of an Occupancy Permit all Lot Owners receiving an Occupancy Permit agree to accept membership in said Association and to abide and be bound by the rules and regulations of said Association and to maintain membership therein so long as such ownership is retained. Lot Owners shall be entitled to one vote per Lot and membership shall be transferred upon the transfer of ownership of said Lot.
- B. <u>Purpose</u>. The primary purpose of said Association will be to provide for the ownership, development, maintenance, upkeep, operation and management of the Common Areas in all platted phases of Hunters Ridge Subdivision that Developer no longer retains control or ownership of, as well as any underdrains and appurtenances constructed within Hunters Ridge Subdivision, as shown in the plans and specifications prepared by the Developer's Engineer (s) and approved by the Village of Mahomet.
- C. <u>Assessments</u>. All assessment payments will be made by the Lot Owner. Each Lot Owner shall be subject to and share equally in the payment of an assessment for annual dues to the Association in such amounts and at such times as determined by its Board of Directors. In the event Developer remains the owner of a Lot, all assessments and fees for said Lot are waived while Developer retains ownership.

The Homeowners Association shall submit to the Lot Owner an invoice indicating the total cost of such assessment item and the Lot Owner's pro rata share. The Lot Owner shall pay such assessment to the Homeowners Association within thirty (30) days of receipt of such invoice. Failure to timely pay the assessment shall entitle the Homeowners Association to place an

assessment lien against any Lot for any unpaid assessment; moreover, said Homeowners Association shall be entitled to recover reasonable attorney fees and costs incurred in the filing and enforcement of such lien.

- D. <u>Duties</u>. The Homeowners Association shall have the responsibility for maintaining the Common Areas which includes any detention basins, or front entrance area signage and landscaping, said responsibility will include but not be limited to the following duties:
  - (i) . Remedying any contamination to the Common Areas;
- (ii) Contracting for all work directly or indirectly related to the above responsibilities including but not limited to construction, dredging, insurance, legal, accounting, engineering, or other consulting services.
- E. Powers. The Homeowners Association shall have the following authority and powers:
- (i) Authority to place assessment liens against any non-developer owned Lots for any unpaid-assessment;
- (ii) Power and authority to enforce any and all covenants, restrictions, and agreements applicable to Lots transferred into Hunters Ridge Homeowners Association within Hunters Ridge. Third Subdivision as well as power to recover reasonable attorney fees and costs in the enforcement of these covenants together with interest at a rate to be provided in the Homeowners Association's Bylaws as may be in effect from time to time;
  - (iii) Power to make reasonable rules and regulations and enforce same;
- (iv) Power to levy dues assessments for maintaining the Common Areas within Hunters Ridge Homeowners Association, or a comparable entity, however, in no event will dues or assessments be levied against Common Areas owned by the Developer;
- (v) Power to incur and pay all incidental costs such as insurance, legal,
   accounting, engineering, or other consulting services;
- (vi) Power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any Common Areas and the power to convey any said Common Areas to said municipal governmental or park district, pursuant to such agreement, subject to a vote of the majority of the Homeowners Association, provided said property is within the jurisdictional boundaries of such municipal government or park district.
- F. Common Areas. The non-developer owned Common Areas established in the Hunters Ridge Subdivision and any additions thereto, shall be subject to the rules and regulations established by the Association.

Each Lot Owner shall have a right and easement of enjoyment in the Common Areas of any Hunters Ridge Subdivision, as well as a right and easement of enjoyment in the Common Areas in prior phases of Hunters Ridge Subdivision platted before the date of this Plat.

- G. Notice. The Homeowners Association shall establish a publicly listed telephone number and post office box in the Village of Mahomet, both to be maintained and monitored by the President of the Association at the Homeowners Association's expense, until such time as the purpose of the Association shall no longer exist.
- 33. <u>Separability:</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, are invalid or for any reason become unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired.
- 34. Construction: During any period of construction or repair the Lot Owner responsible for such construction and repair shall maintain proper safety procedures, including appropriate construction barriers. Any construction use of easement areas for ingress and egress shall be minimized so as to not interfere with traffic and so as not to create offensive dust, debris, noise or fumes. Any damage to common areas or private lots, wherever located, caused by construction traffic shall be promptly repaired by the Lot Owner so as to place such damaged area in the condition which existed immediately prior to the construction period. If, during any phase of construction activities, disruptions occur which obstruct or otherwise negatively affect the traffic flow or activities of the other Lot Owners, the Architectural Control Committee may direct the Lot Owner to immediately cease and desist using the contractors or subcontractors causing said disruption and the Lot Owners shall promptly comply with such direction. Failure by such Lot Owner to comply shall entitle the Architectural Committee to a preliminary restraining order and an injunction restraining the Lot Owner from continuing construction until the disruptions are remedied by the Lot Owner and such contractors and subcontractors.
- 35. Hazardous Waste: No Lot Owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective lot. Lot Owners shall not do, nor allow anyone else to do, anything affecting their lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

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

"Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

- 36. 'Drainage Swales. No Lot Owner shall fill, grade, or obstruct drainage swales so as to negatively impact drainage flow in the Subdivision. Breach of this covenant shall entitle the Homeowners' Association or the Village of Mahomet to cause such affected area to be re-graded and charge said Lot Owner for the costs thereof. Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative fees and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.
- 37. School District Statement. Pursuant to Public Act Number 286, 765 ILCS 205/1.005, Fields Crossing Mahomet, LLC, an Illinois Limited Liability Company, owners of the previously described tract of land, do hereby state that to the best of our knowledge the aforesaid subdivision lies in the Mahomet Seymour Community Unit School District 3 (CUSD3).
- 38. Access Control. Certain of the Lots in said subdivision are subject to access control by vehicles. Said locations are identified on the recorded plat as "Vehicle Access Control" (AC). No driveways for vehicular access onto public streets shall be constructed in these locations.

IN WITNESS WHEREOF, this instrument has been executed on this 4 day of November, 2015.

OWNER:

FIELDS CROSSING MAHOMET, LLC, An Illinois Limited Liability Company.

Rv-

WEAVER, Manager

STATE OF ILLINOIS ) SS. COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public in Tazewell County, Illinois, DO HEREBY CERTIFY THAT CHARLES E. WEAVER, personally known to me to be the Manager of FIELDS CROSSING MAHOMET, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument and that the seal affixed thereto is the seal of said corporation.

Dated this 44 day of November 2015.

OFFICIAL SEAL
ANDREW R CROUCH
YOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES, 01,0916

NOTARY PUBLIC

Prepared by:

BENCKENDORF & BENCKENDORF, PC

100 N. Main Street

Morton, IL 61550

Telephone: (309) 266-6121 Fascimile:

(309) 266-8759

Fields Crossing Mahomet, LLC 3650

#### **EXHIBIT A**

#### TRACT 1

LOT 153B OF HUNTERS RIDGE FIRST SUBDIVISION AS RECORDED AS DOCUMENT NUMBER 2006R33125 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE EXCEPT THE EASTERLY 16.85 FEET THEREOF AND

LOT 154A OF HUNTERS RIDGE FIRST SUBDIVISION AS RECORDED AS DOCUMENT NUMBER 2006R3312S IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE EXCEPT THE EASTERLY . 32.95 FEET THEREOF AND

A PART OF LOT 18 OF A REPLAT OF LOT 1 OF WIRTH / HERRIOTT FIRST SUBDIVISION AS RECORDED AS DOCUMENT # 2006R07570 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE AND

BEGINNING AT THE NORTHEAST CORNER OF LOT 102 OF WIRTH / HERRIOTT SECOND SUBDIVISION: SUBDIVISION AS RECORDED AS DOCUMENT # 2009R10578 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 102 OF WIRTH / HERRIOTT SECOND SUBDIVISION FOR A DISTANCE OF 327.99 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAS A RADIUS OF 1055.00 FEET AND A CHORD BEARING S 79°23'44" W FOR A DISTANCE OF 326.67 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTH LINE OF LOT 102 OF WIRTH / HERRIOTT SECOND SUBDIVISION FOR A DISTANCE OF 211.11 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAS A RADIUS OF 1345.00 FEET AND A CHORD BEARING S 74\*59'08" W FOR A DISTANCE OF 210.89 FEET; THENCE S 9\*14'23" E FOR A DISTANCE OF 298.18 FEET TO THE NORTHWEST CORNER OF LOT 208 OF HUNTERS RIDGE SECOND SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2012R13381 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 210.83 FEET, BEING A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAS A RADIUS OF 702.50 FEET AND A CHORD BEARING N 75°10'14" E FOR A DISTANCE OF 210.04 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID NORTH LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 224.31 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAS A RADIUS OF 767.50 FEET AND A CHORD BEARING N 74°56'44" E FOR A DISTANCE OF 223.51 FEET; THENCE N 83°09'45" E CONTINUING ALONG SAID NORTH LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 64.20 FEET; THENCE N 89"50"08" E CONTINUING ALONG SAID NORTH LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 49.99 FEET TO THE WEST LINE OF THE EASTERLY 32.95 FEET OF LOT 154A OF HUNTERS RIDGE FIRST SUBDIVISION AS RECORDED AS DOCUMENT NUMBER 2006R33125 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE N 0°09'52" W ALONG SAID WEST LINE OF THE EASTERLY 32.95 FEET OF LOT 154A FOR A DISTANCE OF 115.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HUNTERS RIDGE COURT; THENCE S 89°50'08" W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HUNTERS RIDGE COURT FOR A DISTANCE OF 22.30 FEET TO THE WESTERLY LINE OF SAID HUNTERS RIDGE FIRST SUBDIVISION; THENCE N 0°09'52" W ALONG SAID WESTERLY LINE OF SAID HUNTERS RIDGE FIRST SUBDIVISION FOR A

DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HUNTERS RIDGE COURT; THENCE N 89°50'08" E ALONG SAID NORTH RIGHT-OF-WAY LINE OF HUNTERS RIDGE COURT FOR A DISTANCE OF 36.30 FEET TO THE WEST LINE OF THE EASTERLY 16.85 FEET OF LOT 1538 OF SAID HUNTERS RIDGE FIRST SUBDIVISION; THENCE N 0°09'52" W ALONG SAID WEST LINE OF THE EASTERLY 16.85 FEET OF LOT 1538 FOR A DISTANCE OF 115.00 FEET TO THE SOUTH LINE OF LOT 152 OF SAID HUNTERS RIDGE FIRST SUBDIVISION FOR A DISTANCE OF 4.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 152; THENCE S 89°50'08" W FOR A DISTANCE OF 36.63 FEET; THENCE SOUTHWESTERLY FOR A DISTANCE OF 28.24 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTH, SAID CURVE HAS A RADIUS OF 1055.00 FEET AND A CHORD BEARING S 89°04'08" W FOR A DISTANCE OF 28.24 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 3.869 ACRES, MORE OR LESS.

#### TRACT 2

A PART OF LOT 18 OF A REPLAT OF LOT 1 OF WIRTH / HERRIOTT FIRST SUBDIVISION AS RECORDED AS DOCUMENT # 2006R07570 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE AND

A PART OF LOT 102 OF OF WIRTH / HERRIOTT SECOND SUBDIVISION AS RECORDED AS DOCUMENT # 2009R10578 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 209 OF HUNTERS RIDGE SECOND SUBDIVISION; SUBDIVISION AS RECORDED AS DOCUMENT # 2012R13381 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 65.07 FEET, BEING A CURVE CONCAVE TO THE WEST, SAID CURVE HAS A RADIUS OF 532.50 FEET AND A CHORD BEARING N 5"01'46" W FOR A DISTANCE OF 65.03 FEET; THENCE S 83°15'35" W CONTINUING ALONG SAID WESTERLY LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 2.50 FEET; THENCE N 8\*53'21" W CONTINUING ALONG SAID WESTERLY LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 6.49 FEET; THENCE S 80°45'37" W FOR A DISTANCE OF 60.00 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 34.90 FEET, BEING A NON-TANGENTIAL CURVE CONCAVE TO THE WEST, SAID CURVE HAS A RADIUS OF 470.00 FEET AND A CHORD BEARING S 7°06'46" E FOR A DISTANCE OF 34.89 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 125.49 FEET, BEING A NON-TANGENTIAL CURVE CONCAVE TO THE WEST, SAID CURVE HAS A RADIUS OF 467.50 FEET AND A CHORD BEARING S 3°49'01" W FOR A DISTANCE OF 125.12 FEET TO A POINT ON THE WESTERLY LINE OF LOT 1 B OF A REPLAT OF LOT 1 OF WIRTH / HERRIOTT FIRST SUBDIVISION AS RECORDED AS DOCUMENT # 2006R07570 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE S 10°21'01" W ALONG SAID WESTERLY LINE OF LOT 18 OF A REPLAT OF LOT 1 OF WIRTH / HERRIOTT FIRST SUBDIVISION FOR A DISTANCE OF 149.16 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OAK STREET (US ROUTE 150); THENCE S 79°38'33" E ALONG SAID NORTH RIGHT-OF-WAY LINE OF OAK STREET (US ROUTE 150) FOR A DISTANCE OF 65.00 FEET TO THE WESTERLY LINE OF HUNTERS RIDGE FIRST SUBDIVISION AS RECORDED AS DOCUMENT NUMBER 2006R33125 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE N 10°21'01" E ALONG SAID WESTERLY LINE OF HUNTERS RIDGE FIRST SUBDIVISION FOR A DISTANCE OF 131.89 TO THE SOUTHWEST CORNER OF SAID LOT 209 OF HUNTERS RIDGE SECOND SUBDIVISION; THENCE N 10°21'01" E ALONG THE WEST LINE OF SAID LOT 209 OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 17.28 FEET; THENCE NORTHEASTERLY

ALONG SAID WEST LINE OF SAID LOT 209 OF HUNTERS RIDGE SECOND SUBDIVISION A DISTANCE OF 110.40 FEET BEING A TANGENTIAL CURVE CONCAVE TO THE WEST, SAID CURVE HAS A RADIUS OF 532.50 FEET AND A CHORD BEARING N 4"24"39" E FOR A DISTANCE OF 110.20 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 0.472 ACRES, MORE OR LESS.

### STATE OF ILLINOIS

COUNTY OF CHAMPAIGN VILLAGE TREASURER'S CERTIFICATE

# VILLAGE OF MAHOMET

The undersigned, Treasurer of the Village of Mahomet, Champaign County, Illinois, does hereby certify that he finds no delinquent or unpaid special assessments levied against the tract of land set forth on Exhibit A attached hereto as appears from the records in my office.

Given under my hand and seal this day of November, 201:

Treasurer, Village of Mahomet Champaign County, Illinois



Prepared by and return to:

Benckendorf and Benckendorf, P.C. 100 N. Main Street Morton, II 61550 Phone: (309) 266-6121 Fax: (309) 266-8759

#### **EXHIBIT A**

#### TRACT 1

LOT 153B OF HUNTERS RIDGE FIRST SUBDIVISION AS RECORDED AS DOCUMENT NUMBER 2006R3312S IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE EXCEPT THE EASTERLY 16.85 FEET THEREOF AND

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BEGINNING AT THE NORTHEAST CORNER OF LOT 102 OF WIRTH / HERBIOTT SECOND SUBDIVISION; SUBDIVISION AS RECORDED AS DOCUMENT # 2009R10578 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 102 OF WIRTH / HERRIOTT SECOND SUBDIVISION FOR A DISTANCE OF 327.99 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAS A RADIUS OF 1055.00 FEET AND A CHORD BEARING S 79°23'44" W FOR A DISTANCE OF 326.67 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTH LINE OF LOT 102 OF WIRTH / HERRIOTT SECOND SUBDIVISION FOR A DISTANCE OF 211.11 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAS A RADIUS OF 1345.00 FEET AND A CHORD BEARING 5 74°59'08" W FOR A DISTANCE OF 210.89 FEET; THENCE S 9°14'23" E FOR A DISTANCE OF 298.18 FEET TO THE NORTHWEST CORNER OF LOT 208 OF HUNTERS RIDGE SECOND SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2012R13381 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 210.83 FEET, BEING A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAS A RADIUS OF 702.50 FEET AND A CHORD BEARING N 75°10'14" E FOR A DISTANCE OF 210.04 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID NORTH LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 224.31 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAS'A RADIUS OF 767.50 FEET AND A CHORD BEARING N 74°56'44" E FOR A DISTANCE OF 223.51 FEET; THENCE N 83°09'45" E CONTINUING ALONG SAID NORTH LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 64.20 FEET; THENCE N 89°50'08" E CONTINUING ALONG SAID NORTH LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 49.99 FEET TO THE WEST LINE OF THE EASTERLY 32.95 FEET OF LOT 154A OF HUNTERS RIDGE FIRST SUBDIVISION AS RECORDED AS DOCUMENT NUMBER 2006R33125 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILUNOIS RECORDER'S OFFICE; THENCE N 0°09'52" W ALONG SAID WEST LINE OF THE EASTERLY 32.95 FEET OF LOT 154A FOR A DISTANCE OF 115.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HUNTERS RIDGE COURT; THENCE S 89°50'08" W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HUNTERS RIDGE COURT FOR A DISTANCE OF 22.30 FEET TO THE WESTERLY LINE OF SAID HUNTERS RIDGE FIRST SUBDIVISION; THENCE N 0°09'52" W ALONG SAID WESTERLY LINE OF SAID HUNTERS RIDGE FIRST SUBDIVISION FOR A

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# COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS

SS

COUNTY OF CHAMPAIGN

I, THE UNDERSIGNED, County Clerk in and for the County of Champaign and State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments levied against the tract of land set forth on Exhibit A attached hereto as appears from the records in my office.

See attached Exhibit A.

PIN: Part of 15-13-14-312-008 & 15-13-14-312-009
15-13-14-312-003 & 15-13-14-312-006 & 15-13-14-403-003 & 15-13-14-403-004
Given under my hand and seal this 12th day of NOVEM Dec., 2015

County Clerk of Champaign County

Prepared by and return to:

Benckendorf and Benckendorf, P.C. 100 N. Main Street Morton, II 61550 Phone: (309) 266-6121 Fax: (309) 266-8759



#### **EXHIBIT A**

#### TRACT 1

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A PART OF LOT 102 OF OF WIRTH / HERRIOTT SECOND SUBDIVISION AS RECORDED AS DOCUMENT # 2009R10578 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 102 OF WIRTH / HERRIOTT SECOND SUBDIVISION; SUBDIVISION AS RECORDED AS DOCUMENT # 2009R10578 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 102 OF WIRTH / HERRIOTT SECOND SUBDIVISION FOR A DISTANCE OF 327.99 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAS A RADIUS OF 1055.00 FEET AND A CHORD BEARING S 79"23'44" W FOR A DISTANCE OF 326.67 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTH LINE OF LOT 102 OF WIRTH / HERRIOTT SECOND SUBDIVISION FOR A DISTANCE OF 211.11 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAS A RADIUS OF 1345.00 FEET AND A CHORD BEARING S 74"S9"08" W FOR A DISTANCE OF 210.89 FEET; THENCE S 9°14'23" E FOR A DISTANCE OF 298.18 FEET TO THE NORTHWEST CORNER OF LOT 208 OF HUNTERS RIDGE SECOND SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2012R13381 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 210.83 FEET, BEING A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAS A RADIUS OF 702.50 FEET AND A CHORD BEARING N 75"10'14" E FOR A DISTANCE OF 210.04 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID NORTH LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 224.31 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAS A RADIUS OF 767.50 FEET AND A CHORD BEARING N 74°56'44" E FOR A DISTANCE OF 223.51 FEET; THENCE N 83°09'45" E CONTINUING ALONG SAID NORTH LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 64.20 FEET; THENCE N 89°50'08" E CONTINUING ALONG SAID NORTH LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 49.99 FEET TO THE WEST LINE OF THE EASTERLY 32.95 FEET OF LOT 154A OF HUNTERS RIDGE FIRST SUBDIVISION AS RECORDED AS DOCUMENT NUMBER 2006R33125 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE N 0°09'52" W ALONG SAID WEST LINE OF THE EASTERLY 32.95 FEET OF . LOT 154A FOR A DISTANCE OF 115.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HUNTERS RIDGE COURT; THENCE'S 89°50'08" W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HUNTERS RIDGE COURT FOR A DISTANCE OF 22.30 FEET TO THE WESTERLY LINE OF SAID HUNTERS RIDGE FIRST SUBDIVISION; THENCE IN 0°09'52" W ALONG SAID WESTERLY LINE OF SAID HUNTERS RIDGE FIRST SUBDIVISION FOR A

DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HUNTERS RIDGE COURT; THENCE N 89"50'08" E ALONG SAID NORTH RIGHT-OF-WAY. LINE OF HUNTERS RIDGE COURT FOR A DISTANCE OF 36.30 FEET TO THE WEST LINE OF THE EASTERLY 16.85 FEET OF LOT 153B OF SAID HUNTERS RIDGE FIRST SUBDIVISION; THENCE N 0"09'52" W ALONG SAID WEST LINE OF THE EASTERLY 16.85 FEET OF LOT 153B FOR A DISTANCE OF 115.00 FEET TO THE SOUTH LINE OF LOT 152 OF SAID HUNTERS RIDGE FIRST SUBDIVISION; THENCE S 89"50'08" W ALONG SAID LOT 152 OF HUNTERS RIDGE FIRST SUBDIVISION FOR A DISTANCE OF 4.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 152; THENCE S 89"50'08" W FOR A DISTANCE OF 36.63 FEET; THENCE SOUTHWESTERLY FOR A DISTANCE OF 28.24 FEET, BEING A TANGENTIAL CURVE CONCAVE TO THE SOUTH, SAID CURVE HAS A RADIUS OF 1055.00 FEET AND A CHORD BEARING S 89"04'08" W FOR A DISTANCE OF 28.24 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 3.869 ACRES, MORE OR LESS.

### TRACT 2

A PART OF LOT 1B OF A REPLAT OF LOT 1 OF WIRTH / HERRIOTT FIRST SUBDIVISION AS RECORDED AS DOCUMENT # 2006R07570 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE AND

A PART OF LOT 102 OF OF WIRTH / HERRIOTT SECOND SUBDIVISION AS RECORDED AS DOCUMENT # 2009R10578 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 209 OF HUNTERS RIDGE SECOND SUBDIVISION; SUBDIVISION AS RECORDED AS DOCUMENT # 2012R13381 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 65.07 FEET, BEING A CURVE CONCAVE TO THE WEST, SAID CURVE HAS A RADIUS OF 532.50 FEET AND A CHORD BEARING N 5°01'46" W FOR A DISTANCE OF 65.03 FEET; THENCE 5 83\*15'35" W CONTINUING ALONG SAID WESTERLY LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 2.50 FEET; THENCE N 8°53'21" W CONTINUING ALONG SAID WESTERLY LINE OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 6.49 FEET; THENCE S 80°45'37" W FOR A DISTANCE OF 60.00 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 34.90 FEET, BEING A NON-TANGENTIAL CURVE CONCAVE TO THE WEST, SAID CURVE HAS A RADIUS OF 470.00 FEET AND A CHORD BEARING 5 7°06'46" E FOR A DISTANCE OF 34.89 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 125.49 FEET, BEING A NON-TANGENTIAL CURVE CONCAVE TO THE WEST, SAID CURVE HAS A RADIUS OF 467.50 FEET AND A CHORD BEARING, \$ 3\*49'01" W FOR A DISTANCE OF 125.12 FEET TO A POINT ON THE WESTERLY LINE OF LOT 1B OF A REPLAT OF LOT 1 OF WIRTH / HERRIOTT FIRST SUBDIVISION AS RECORDED AS DOCUMENT # 2006R07570 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE S 10°21'01" W ALONG SAID WESTERLY LINE OF LOT 1B OF A REPLAT OF LOT 1 OF WIRTH / HERRIOTT FIRST SUBDIVISION FOR A DISTANCE OF 149.16 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OAK STREET (US ROUTE 150); THENCE S 79°38'33" E ALONG SAID NORTH RIGHT-OF-WAY LINE OF OAK STREET (US ROUTE 150) FOR A DISTANCE OF 65.00 FEET TO THE WESTERLY LINE OF HUNTERS RIDGE FIRST SUBDIVISION AS RECORDED AS DOCUMENT NUMBER 2006R33125 IN THE RECORDS OF THE CHAMPAIGN COUNTY, ILLINOIS RECORDER'S OFFICE; THENCE N 10\*21'01" E ALONG SAID WESTERLY LINE OF HUNTERS RIDGE FIRST -SUBDIVISION FOR A DISTANCE OF 131.89 TO THE SOUTHWEST CORNER OF SAID LOT 209 OF HUNTERS RIDGE SECOND SUBDIVISION; THENCE N 10°21'D1" E ALONG THE WEST LINE OF SAID LOT 209 OF HUNTERS RIDGE SECOND SUBDIVISION FOR A DISTANCE OF 17.28 FEET; THENCE NORTHEASTERLY

ALONG SAID WEST LINE OF SAID LOT 209 OF HUNTERS RIDGE SECOND SUBDIVISION A DISTANCE OF 110.40 FEET BEING A TANGENTIAL CURVE CONCAVE TO THE WEST, SAID CURVE HAS A RADIUS OF 532.50 FEET AND A CHORD BEARING N 4°24'39" E FOR A DISTANCE OF 110.20 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 0.472 ACRES, MORE OR LESS.



ENGINEERING

Recording.Agent	Ph
	PARTITION OF THE PARTIT

State of illinois )
S.S.
County of Champaign

l, Bryan K. Bradshaw, Illinois Professional Land Surveyor number 3738, 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 "Hunters Ridge Third Subdivision". A true copy of said plat has been retained by me to assure no changes have been made to said plat.

Dated this 29th day of October, 2015.

Bryan K. Bradshaw

illinois Professional Land Surveyor

No. 3738

BRADSHAW
035-003738
CHAMPAIGN
ILLINOIS
CHAMPAIGN
IL

Expires 11/30/16

Z015R2Z614

REC ON: 11/25/2015 8:31:19 AM
CHAMPAIGN COUNTY
BARBARA A. FRASCA, RECORDER
REC FEE: 110.00
RHSPS Fee: 9.00
PAGES 30
PLAT ACT: PLAT PAGE: 1

Recorder Champaign County Barbara A. Frasca



Hunters Ridge 3rd Sub Subdivision Name

	Date: 67-15
	Instrument: Plat
	Owner: Tields crossing Mahomet
	Surveyor: Bryan Bradshaw
	Legal Description: Pt of S/2 sec 14 T20 Ry
B	Return To: BKB
	Telephone Number: 384/144