

FINAL PLAT OF PRAIRIE FIELDS 5B SUBDIVISION

A REPLAT OF PART OF LOTS 81 OF PRAIRIE FIELDS III SUBDIVISION AND 90 OF PRAIRIE FIELDS IV SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS

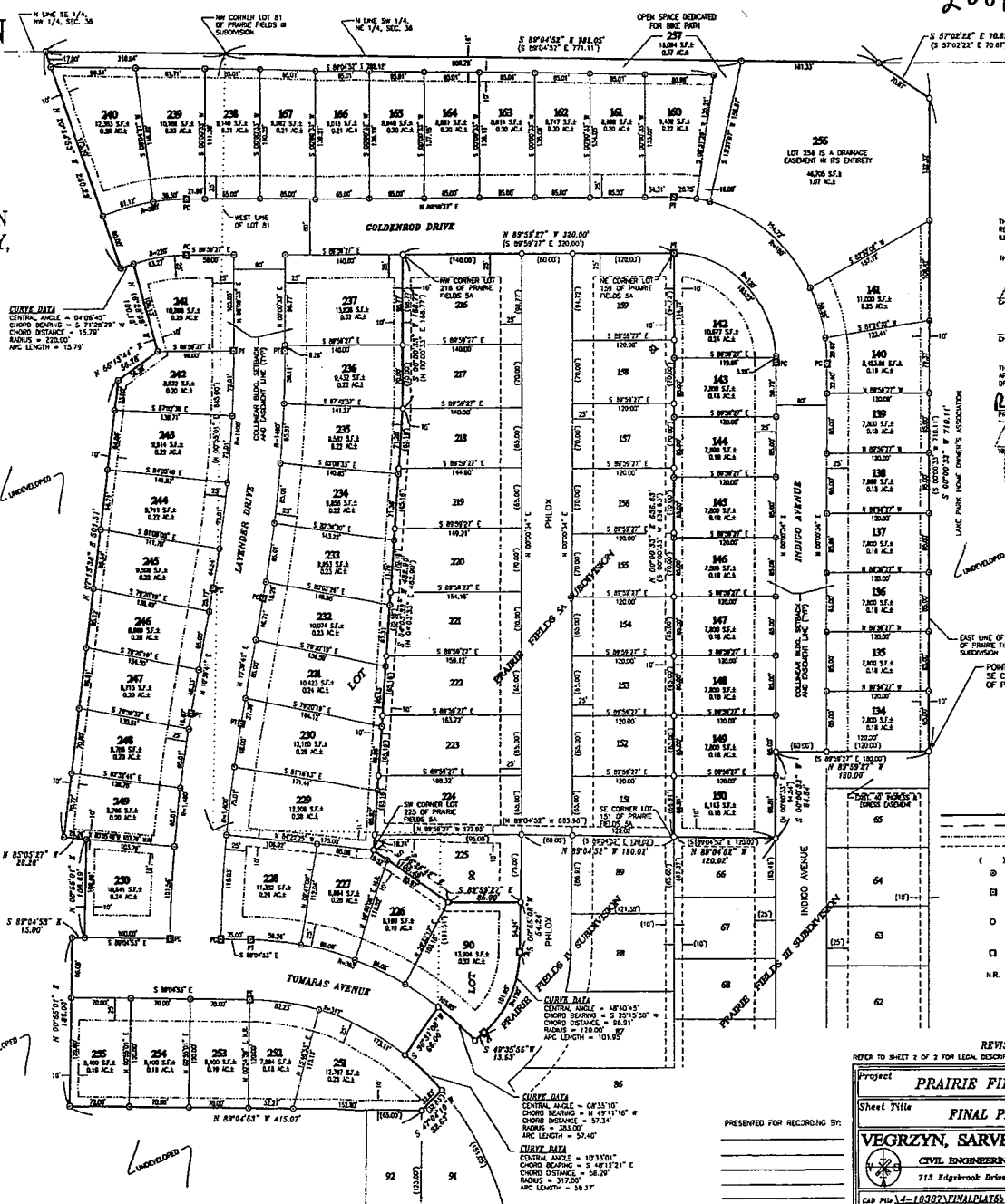
ENGINEER/SURVEYOR:
VEGRZYN, SARVER AND ASSOCIATES, INC.
713 EDGEBROOK DRIVE P.O. BOX 3697
CHAMPAIGN, ILLINOIS 61826

OWNER/SUBDIVIDER:
FIRST BUSEY TRUST & INVESTMENT COMPANY,
AS TRUSTEE UNDER ITS TRUST No.5286
DATED MARCH 7, 1997, ITS SUCCESSORS AND ASSIGNS

LOT NUMBER	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	CENTRAL ANGLE
90	120.00'	101.95'	S 25°15'30" W	58.91'	48°40'45"
91	363.00'	103.95'	N 37°40'11" E	103.83'	137°33'07"
140	180.00'	28.82'	N 04°03'05" E	28.59'	09°04'33"
141	180.00'	56.33'	N 17°51'43" W	56.02'	18°32'30"
142	120.00'	183.22'	S 48°13'50" E	185.33'	87°47'48"
143	120.00'	5.26'	S 01°15'03" E	5.38'	02°31'14"
144	180.00'	26.72'	N 85°44'01" W	26.72'	08°30'33"
226	381.00'	46.08'	N 43°23'17" W	46.08'	09°33'08"
227	381.00'	66.08'	N 72°14'24" W	66.08'	09°33'08"
228	381.00'	56.26'	N 84°36'58" W	56.26'	08°31'32"
229	1,400.00'	115.00'	N 03°18'21" E	115.00'	04°42'28"
230	1,400.00'	75.01'	N 07°58'41" E	75.01'	03°04'11"
231	1,400.00'	49.00'	N 09°40'47" E	49.00'	03°57'31"
232	1,400.00'	18.29'	N 10°15'08" E	18.29'	04°43'04"
233	1,400.00'	85.61'	N 08°40'05" E	85.60'	02°33'04"
234	1,400.00'	85.61'	N 06°56'58" E	85.60'	02°33'04"
235	1,400.00'	85.61'	N 03°33'35" E	85.60'	02°33'04"
236	1,400.00'	58.11'	N 01°08'58" E	58.11'	01°18'50"
239	280.00'	35.50'	S 85°58'52" W	28.47'	08°03'00"
240	280.00'	61.12'	S 75°42'25" W	61.00'	12°30'26"
241	220.00'	63.27'	N 81°46'12" E	63.05'	16°28'41"
242	1,400.00'	72.01'	S 01°28'53" W	72.00'	02°56'48"
243	1,400.00'	72.01'	S 04°25'44" W	72.00'	02°56'48"
244	1,400.00'	72.01'	S 07°22'10" W	72.00'	02°56'48"
245	1,400.00'	44.24'	S 09°45'18" W	44.24'	01°48'38"
247	1,400.00'	18.87'	S 10°20'22" W	18.87'	02°30'15"
248	1,400.00'	65.01'	S 08°43'31" W	65.00'	02°33'04"
249	1,400.00'	65.01'	S 05°16'47" W	65.00'	02°33'04"
250	1,400.00'	101.56'	S 02°54'41" W	101.54'	03°58'08"
251	317.00'	173.11'	S 38°34'28" E	178.95'	31°17'18"
252	317.00'	83.22'	N 51°39'00" E	82.00'	14°31'45"
256	180.00'	154.72'	N 51°43'26" E	150.00'	48°14'58"

DRAINAGE STATEMENT
TO THE BEST OF OUR KNOWLEDGE AND BELIEF REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND OVERFLOW OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINAGE WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS ARE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJACENT PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION OF PRAIRIE FIELDS 5B SUBDIVISION.

SEVEN E. WED. L. P. E. No. 53178
1/17/01
1/29/01
DATE
FIRST BUSEY TRUST & INVESTMENT COMPANY,
AS TRUSTEE UNDER ITS TRUST No. 5286
DATED MARCH 7, 1997, ITS SUCCESSORS AND ASSIGNS



THE FINAL PLAT ENTITLED PRAIRIE FIELDS 5B SUBDIVISION HAS BEEN RECEIVED FOR APPROVAL BY THE BOARD OF SUPERVISORS OF THE VILLAGE OF SAVOY, ILLINOIS.

THIS 5 DAY OF October 2001.

Veronica Colbert
CHAMPAIGN

THE FINAL PLAT ENTITLED PRAIRIE FIELDS 5B SUBDIVISION HAS BEEN RECEIVED FOR APPROVAL BY THE BOARD OF SUPERVISORS OF THE VILLAGE OF SAVOY, ILLINOIS.

THIS 10 DAY OF October 2001.

Philip J. McNeal
CHAMPAIGN

10/3/01
10-5-01

SEAL
CHAMPAIGN COUNTY, ILL.

POINT OF BEGINNING
SE CORNER OF LOT 81
OF PRAIRIE FIELDS III SUBDIVISION

Scale: 1" = 60'

LEGEND
BOUNDARY OF PROPOSED SUBDIVISION
BUILDING SETBACK LINE
PROPOSED GENERAL UTILITY AND DRAINAGE EASEMENT
EXISTING DRAINAGE & UTILITY EASEMENT

RECORD DIVISION OR DATA
SET 1/2" DIMENSION BY 30" LONG REBAR WITH ALUMINUM CAP STAMPED "WESLEY J. MEYERS, PLS #2001"

SET 1/2" DIMENSION BY 30" LONG REBAR WITH ALUMINUM CAP STAMPED "WESLEY J. MEYERS, PLS #2001"

RECOVERED #4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 3205" OR ALUMINUM CAP STAMPED "WESLEY J. MEYERS, PLS #2001"

RECOVERED #4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 3205" IN CONCRETE

N.R. NON-RADIAL LINE

REVISED 08-27-01
REFER TO SHEET 2 OF 2 FOR LEGAL DESCRIPTION AND GENERAL NOTES

Project: PRAIRIE FIELDS 5B SUBDIVISION
Sheet Title: FINAL PLAT OF SUBDIVISION
VEGRZYN, SARVER AND ASSOCIATES, INC.
CIVIL ENGINEERING - LAND SURVEYING - ARCHITECTURE
713 Edgebrook Drive - Champaign, Illinois 61820 - (217) 550-8803
Fax: (217) 550-8803
E-Mail: info@vsarver.com
Web: www.vsarver.com

2001 R29090

RECORDED ON

10-09-2001 1:15:31

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCAREC. FEE: 82.00
REV FEE:
PAGES: 27
PLAT ACT:
PLAT PAGE: 1

FINAL PLAT OF PRAIRIE FIELDS 5B SUBDIVISION

A REPLAT OF PART OF LOTS 81 OF PRAIRIE FIELDS III SUBDIVISION AND 90 OF PRAIRIE FIELDS IV SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS

ENGINEER/SURVEYOR:

VEGRZYN, SARVER AND ASSOCIATES, INC.
713 EDGEBROOK DRIVE P.O. BOX 3697
CHAMPAIGN, ILLINOIS 61826

OWNER/SUBDIVIDER:

FIRST BUSEY TRUST & INVESTMENT COMPANY,
AS TRUSTEE UNDER ITS TRUST No.5286
DATED MARCH 7, 1997, ITS SUCCESSORS AND ASSIGNS

STATE OF ILLINOIS }
COUNTY OF CHAMPAIGN } ss.

SURVEYOR'S REPORT

I, WESLEY J. MEYERS, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3203, DO HEREBY STATE THAT AT THE REQUEST OF RANDY POKER, AGENT FOR FIRST BUSEY TRUST & INVESTMENTS COMPANY, AS TRUSTEE UNDER ITS TRUST No.5286, CHAMPAIGN, ILLINOIS, I HAVE CAUSED A SURVEY TO BE MADE UNDER MY DIRECT SUPERVISION AND HAVE CAUSED THE ATTACHED PLAT OF SUBDIVISION TO BE PREPARED IN ACCORDANCE WITH TITLE 35, CHAPTER 19, SUBCHAPTER 1, PART 1710 OF THE CIVIL CODE OF THE STATE OF ILLINOIS OF THE FOLLOWING DESCRIBED TRACT OF LAND TO-WIT:

PART OF LOTS 81 OF PRAIRIE FIELDS III SUBDIVISION AND 90 OF PRAIRIE FIELDS IV SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 81 OF PRAIRIE FIELDS III SUBDIVISION, RECORDED AS DOCUMENT No. 98 R 02784 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, PROCEEDED ON A RECORD BEARING OF NORTH 89 DEGREES 54 MINUTES 27 SECONDS WEST 180.00 FEET ALONG THE SOUTH LINE OF SAID LOT 81; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 94.54 FEET ALONG SAID SOUTH LINE OF LOT 81; THENCE NORTH 89 DEGREES 04 MINUTES 52 SECONDS WEST 120.00 FEET ALONG SAID SOUTH LINE OF LOT 81 TO THE SOUTHWEST CORNER OF LOT 151 OF PRAIRIE FIELDS 5A SUBDIVISION, RECORDED AS DOCUMENT No. 2001 R 14344 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER; THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS EAST 134.81 FEET ALONG THE EAST LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION TO THE NORTHEAST CORNER OF LOT 151 OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE NORTH 89 DEGREES 04 MINUTES 27 SECONDS WEST 320.00 FEET ALONG THE NORTH LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION TO THE NORTHWEST CORNER OF LOT 215 OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 180.77 FEET ALONG THE WEST LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 04 DEGREES 03 MINUTES 33 SECONDS WEST 48.89 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 225 OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 54 DEGREES 25 MINUTES 47 SECONDS EAST 105.49 FEET ALONG THE SOUTH LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 88 DEGREES 58 MINUTES 27 SECONDS EAST 85.00 FEET ALONG SAID SOUTH LINE TO THE WEST RIGHT-OF-WAY LINE OF THE CHAMPAIGN COUNTY RECORDER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 54.24 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AROUND THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD WITH A COURSE AND DISTANCE OF SOUTH 19 MINUTES 00 SECONDS WEST 90.91 FEET; FOR AN ARC DISTANCE OF 101.45 FEET; THENCE SOUTH 45 DEGREES 40 MINUTES 56 SECONDS WEST 15.63 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF TOWNSHIP 19 NORTH; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AROUND THE ARC OF A CURVE TO THE LEFT HAVING A CHORD WITH A COURSE AND DISTANCE OF NORTH 49 DEGREES 11 MINUTES 16 SECONDS WEST 73.24 FEET; A CENTRAL ANGLE OF 18 DEGREES 15 MINUTES 19 SECONDS; A RADIUS OF 383.00 FEET; FOR AN ARC DISTANCE OF 57.40 FEET TO THE WEST LINE OF SAID PRAIRIE FIELDS III SUBDIVISION; THENCE SOUTH 55 DEGREES 31 MINUTES 00 SECONDS WEST 88.91 FEET ALONG SAID WEST LINE; THENCE ALONG SAID WEST LINE AROUND THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD WITH A COURSE AND DISTANCE OF SOUTH 46 DEGREES 12 MINUTES 15 SECONDS EAST 317.00 FEET; FOR AN ARC DISTANCE OF 10 SECONDS 33 MINUTES 01 SECONDS; A RADIUS OF 317.00 FEET; THENCE SOUTH 47 DEGREES 47 MINUTES 00 SECONDS WEST 35.85 FEET ALONG SAID WEST LINE; THENCE NORTH 84 DEGREES 00 MINUTES 30 SECONDS WEST 415.07 FEET ALONG SAID WEST LINE AND WESTERN PROLONGATION OF SAID LINE; THENCE NORTH 80 DEGREES 50 MINUTES 01 SECOND EAST 19.02 FEET; THENCE SOUTH 84 DEGREES 04 MINUTES 53 SECONDS EAST 13.00 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 01 SECOND EAST 158.49 FEET; THENCE NORTH 85 DEGREES 00 MINUTES 27 SECONDS WEST 35.84 FEET; THENCE NORTH 07 DEGREES 13 MINUTES 58 SECONDS EAST 501.51 FEET; THENCE NORTH 50 DEGREES 13 MINUTES 44 SECONDS EAST 50.18 FEET; THENCE NORTH 18 DEGREES 28 MINUTES 00 SECONDS WEST 100.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD WITH A COURSE AND DISTANCE OF SOUTH 71 DEGREES 24 MINUTES 26 SECONDS WEST 15.79 FEET; A CENTRAL ANGLE OF 04 DEGREES 00 MINUTES 45 SECONDS; A RADIUS OF 220.00 FEET; FOR AN ARC DISTANCE OF 15.79 FEET; THENCE NORTH 20 DEGREES 14 MINUTES 53 SECONDS WEST 250.29 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS EAST 180.00 FEET ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36 TO THE EAST LINE OF LOT 81 OF PRAIRIE FIELDS III SUBDIVISION; THENCE SOUTH 82 DEGREES 00 MINUTES 22 SECONDS EAST 70.87 FEET ALONG SAID EAST LINE; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 710.11 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, ENCLOSING 16.84 ACRES, MORE OR LESS, SITUATED IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

FOR SAID OWNER WHO DESIRES TO FACILITATE THE SALE OF SAID LAND BY SUBDIVIDING IT INTO LOTS AND STREETS WHICH SAID PLAT TO WHICH THIS CERTIFICATE IS ATTACHED PARTICULARLY DESCRIBES AND SETS FORTH THE LOTS INTO WHICH SAID LAND HAVE BEEN SO SUBDIVIDED AND HAVE NUMBERED THE LOTS AND STREETS, WHICH NUMBERS ARE SHOWN IN LARGER SIZE ON SAID PLAT; AND HAVE STATED THE PRECISE DIMENSIONS OF SAID LOTS; AND THAT REFERENCE HAS BEEN MADE ON SAID PLAT TO MONUMENTS AND PERMANENT MONUMENTS FROM WHICH PLAT SURVEYS MAY BE MADE; AND HAVE FOUND OR PLACED THEM IN MONUMENTS AT EACH LOT CORNER AND OTHER PLACES; AND HAVE PLACED IRON PIN MONUMENTS SET IN CONCRETE, AS SHOWN ON THE ATTACHED PLAT; THAT ALL DISTANCES ARE IN FEET AND HUNDREDS OF FEET; THAT NO PORTION OF THE DESCRIBED TRACT LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THAT SAID SUBDIVISION IS KNOWN AS PRAIRIE FIELDS 5B, IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

THAT SAID SUBDIVISION IS LOCATED WITHIN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

SIGNED AND SEALED THIS 11TH DAY OF JULY 2001 A.D. AT CHAMPAIGN, ILLINOIS.

Wesley J. Meyers
WESLEY J. MEYERS
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3203

VEGRZYN, SARVER AND ASSOCIATES, INC. - PROF. DESIGN FIRM NO.164-000348
713 EDGEBROOK DRIVE, P.O. BOX 3697
CHAMPAIGN, ILLINOIS 61826

MY LICENSE EXPIRES NOVEMBER 30, 2002.

**NOTES:**

1. ALL DIMENSIONS ARE HORIZONTAL DISTANCES BETWEEN ADJACENT MONUMENTS UNLESS OTHERWISE INDICATED.

2. BEARINGS REFER TO THE SOUTH LINE OF LOT 81, ADJOINING INDOOR ACRES AND A 40' WIDE HIGHWAYS/CORPUS EASEMENT SHOWN AS N 89°52'27" W ON THE FINAL PLAT OF PRAIRIE FIELDS III SUBDIVISION AS PREPARED BY CLAYTON L. WOODARD, PLS No. 3203, RECORDED AS DOCUMENT No. 98 R 02784 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER.

3. ALL LOT CORNERS, EXCEPT THOSE SHOWN OTHERWISE ARE MARKED WITH 1/2" DIAMETER BY 30" LONG STEEL PIN MONUMENTS WITH ALUMINUM CAPS STAMPED "WESLEY J. MEYERS, PLS #3203".

4. SEE VILLAGE OF SAVOY ZONING ORDINANCE FOR BUILDING SETBACK AND OTHER INFORMATION.

SEE THE FOLLOWING FOR ADDITIONAL SURVEY INFORMATION:

A. FINAL PLAT OF PRAIRIE FIELDS III SUBDIVISION PREPARED BY CLAYTON L. WOODARD, PLS No. 3203, RECORDED AS DOCUMENT No. 98 R 02784 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER.

B. FINAL PLAT OF PRAIRIE FIELDS IV SUBDIVISION PREPARED BY CLAYTON L. WOODARD, PLS No. 3203, RECORDED AS DOCUMENT No. 99 R 33708 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER.

C. FINAL PLAT OF PRAIRIE FIELDS 5A SUBDIVISION PREPARED BY WESLEY J. MEYERS, PLS No. 3203, RECORDED AS DOCUMENT No. 2001 R 14344 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER.

5. VEGRZYN, SARVER & ASSOCIATES, INC. HAS NOT MADE AN INDEPENDENT SEARCH OF THE RECORDS FOR DOCUMENTS, ENCUMBRANCES, ZONING OR LAND USE, OWNERSHIP OR TITLE EVIDENCE IN CONNECTION WITH THIS SURVEY.

6. TOTAL AREA OF PRAIRIE FIELDS 5B SUBDIVISION IS 16.84 ACRES, MORE OR LESS.

7. STORMWATER DETENTION FOR PRAIRIE FIELDS 5B SUBDIVISION WILL BE HANDLED BY A DETENTION BASIN CONSTRUCTED ON LOT 254. LOT 254 IS A CHARGE EASEMENT IN ITS ENTIRETY, REFER TO APPROVED ENGINEERING PLANS FOR PRAIRIE FIELDS V AS PREPARED BY JOE ALBERS, ARE No. 27139, REVIEWED BY STEVEN E. MEYER, ARE No. 53746, FOR FURTHER INFORMATION ON SITE DRAINAGE AND PUBLIC IMPROVEMENTS.

8. PRAIRIE FIELDS 5A SUBDIVISION IS LOCATED IN ZONE "C", AREAS OF MANUAL FLOODING, AS DETERMINED ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170504 250 B WITH EFFECTIVE DATE MARCH 1, 1994.

9. PRAIRIE FIELDS 5B SUBDIVISION IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF SAVOY.

10. THE FRONT YARD BUILDING SETBACK FOR ALL LOTS ARE 25 FEET.

11. ALL SIDE LOT LINES ARE NOT NECESSARILY NORMAL AND OR PARALLEL TO FRONT LOT LINES.

REFER TO SHEET 1 OF 2 FOR PLAT OF SUBDIVISION

Project	PRAIRIE FIELDS 5B SUBDIVISION		
Sheet Title	FINAL PLAT OF SUBDIVISION		
VEGRZYN, SARVER AND ASSOCIATES, INC.			
CIVIL ENGINEERING - LAND SURVEYING - ARCHITECTURE			
713 Edgebrook Drive - Champaign, Illinois 61820 - (217) 359-8803			
CIP No. 14-10387/FINAL PLATS, Plat Date 02-17-01, Plat Scale 1"=60', Sheet 2 of 2			

2001 R29090
2001 R29090
RECORDED ON
10-08-2001 1:15:31
10-08-2001 1:15:31
BARBARA W. PRASCA

REC. FEE: 82.00
REV FEE:
PAGES: 27
PLAT ACT:
PLAT PAGE: 1

Prepared by:
Kelly E. Ford
Lietz, Banner & Ford
2504 Galen Drive, Suite 106
Champaign, IL 61821
(217) 353-4900

Above Space for Recorder's Use Only

**PRAIRIE FIELDS 5B SUBDIVISION
OWNER'S CERTIFICATE AND
RESTRICTIVE COVENANTS**

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS

OWNER'S CERTIFICATE

FIRST BUSEY TRUST & INVESTMENT CO., as Trustee under its Trust No. 5286, dated March 7, 1997, its successors and assigns, being the legal owner (herein the "Owner") of the real estate described in Exhibit "A" attached hereto, and has caused the same to be surveyed by Wesley J. Meyers, Illinois Professional Land Surveyor No. 2803, and has subdivided said real estate into lots, streets, common areas, and utility and drainage easements as indicated on the annexed plat, (herein the "Plat") bearing the Certificate of said Wesley J. Meyers made under date of May 14, 2001, said subdivision to be known as Prairie Fields 5B Subdivision, Village of Savoy, Champaign County, Illinois.

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

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

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

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

The owners of easement rights granted hereunder hereby indemnify, hold harmless, and defend 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, sublessees, successors, and assigns.

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

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

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:

DEFINITIONS

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

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

Developer: The developer is Prairie Fields L.P., its successors or assigns, having a principal office at #7 Dunlap Ct., Savoy, IL 61874.

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

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.

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

Duplex: A dwelling on any building site on Lot 90 containing two Dwelling Units.

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

Building Site: A portion of the subdivision consisting of at least one entire lot as platted.

Dwelling: The main building or buildings on any building site. The dwelling is to be designed for and is to be used exclusively for a residence.

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.

Common Areas: Lot 256 and all areas to be conveyed to and owned by the Prairie Fields Homeowners' Association as defined by the Plat upon completion by the Developer of all required public improvements located in such Common Areas.

Prairie Fields Subdivisions: Any and all subdivisions which belong to and are governed by the Prairie Fields Homeowners' Association.

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

Annexation Agreement The Annexation Agreement between the Village of Savoy , Virginia G. Maxwell and First Busey Trust & Investment Company, as trustees of the George I. Maxwell Trust, Virginia G. Maxwell, individually, Donald and Nancy Helen Maxwell, and Randy Peifer, dated June 7th, 1995, and recorded December 15, 1995 in the Recorder's Office of Champaign County, Illinois, in Book 2357 at Page 577 as Document No. 95R27344, and all amendments thereto.

Bike Path Lot 257, as indicated on the Plat.

AREA OF APPLICATION

The following covenants, in their entirety, shall apply to Lots 90, 134 through 150, 160 through 167, and 226 through 256, inclusive, of **PRAIRIE FIELDS 5B SUBDIVISION**, Village of Savoy, Champaign County, Illinois.

COVENANTS

1. Allowable Structures: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family unit on Lots 134 through 150, 160 through 167, and 226 through 255, not more than one duplex on Lot 90, a private garage for not less than two nor more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.

2. Architectural Control:

a. Committee Membership - The Architectural Control Committee shall initially be composed of three persons as follows:

Randy Peifer	Don Franke	William Peifer
#7 Dunlap Court	#7 Dunlap Court	#7 Dunlap Court
Savoy, IL 61874	Savoy, IL 61874	Savoy, IL 61874

A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owner of 75% of the lots in Prairie Fields 5B Subdivision shall have the power by a duly recorded instrument to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

b. Powers: It is the purpose of Architectural Control to promote the residential development of Prairie Fields 5B Subdivision 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 residential 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 Savoy, as amended from time to time. Notwithstanding the foregoing, any required variance under the Village of Savoy 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.

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 and specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Architectural Control Committee.

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

(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) Constructive Evidence of Action by Architectural Control Committee: Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate

signed by any member of the Architectural Control Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

3. Minimum Dwelling - Quality and Size: No dwelling unit shall be permitted on any site unless it includes a carport or garage. The Architectural Control Committee, however, shall have the power to waive the requirement of a carport or garage. No one-story single family unit shall occupy a ground floor area of less than 1,500 square feet, and no single family unit having more than one story shall occupy a ground floor area of less than 600 square feet and a total floor area of less than 1,600 square feet. No dwelling unit in a one-story duplex shall occupy a ground floor area of less than 1,200 square feet, and no dwelling unit in a duplex having more than one story shall occupy a total floor area of less than 1,400 square feet. All dwelling units shall be constructed with either basement or crawl space under at least 70% of the heated ground floor area. The garage to be constructed on each lot shall contain adequate space for storing property ordinarily stored in garages.

4. 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 Savoy, unless said building is constructed on two or more lots, in compliance with the Village of Savoy Zoning Ordinance and/or other applicable ordinances. Eaves, steps and open porches shall not be considered as part of a building. The Architectural Committee shall have the privilege of approving or disapproving any such extensions beyond the building limit line. Notwithstanding the foregoing, side yard building set back lines shall be not less than six (6) feet, as provided in the Annexation Agreement.

5. 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. 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. Landscaping: As soon as weather permits after the construction of a residence on any lot in this subdivision, the owner shall sod the front yard and shall sod or seed the remaining yard space and shall plant two 2 " diameter hardwood trees in the front yard. In addition to the foregoing, the owner of a corner lot shall sod the yard adjacent to both streets to the front of the house.

7. Permissible Building - Order of Construction: All buildings erected on any building site shall be constructed of new material of good quality suitable adapted to use in the construction of residences; and no old building or buildings shall be placed on , or moved to, said premises, nor shall used or reclaimed material be employed with pre-assembled interior wall treatment, excepting ordinary drywall constructed with joints taped on the site. Accessory buildings shall not be erected, constructed or maintained prior to the erection or the 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.

8. 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.

9. 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.

10. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. 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 any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

13. 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 13, the Prairie Fields 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.

14. 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. In the event the lot owner fails to comply with the provisions of this paragraph 14, the Prairie Fields 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.

15. 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.

16. Sewerage System/Water System: No individual on-site sewerage disposal system or water supply well shall be installed or maintained on any lot.

17. Off-Street Parking: All property 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; garages must be provided for not less than two (2) automobiles in use by the residents on the property. All property owners or residents in Prairie Fields 5B Subdivision owning or possessing trucks, trailers, campers, boats, motorcycles, motor homes, or any type of recreational vehicle which they desire to park in the subdivision shall provide and use an enclosed garage for the storage of such vehicles.

18. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Until such acceptance by public authorities, any defective sidewalk which requires repair or replacement shall be repaired or replaced in accordance with the construction plans prepared by the Developer's engineer. Driveways to the street shall be constructed of concrete, asphalt, or brick materials unless otherwise approved by the Architectural Control Committee.

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

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

21. Term: Unless amended as provided in Paragraph 23, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Each lot owner, the Owner, and the Prairie Fields Homeowners' Association shall have standing to enforce these restrictive covenants. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

22. 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.

23. Authority to Amend or Release Covenants: The owners of legal title of record of seventy-five percent (75%) of the building sites in Prairie Fields Subdivisions shall have the authority at any time to

release or amend all or any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area, and such release or waiver shall become effective upon the recording of such release or amendment in the Recorder's Office of Champaign County, Illinois. Notwithstanding the foregoing, paragraphs nos. 4, 5, 15, 16, 18, 21, 22, 23, 24, 25, 28, 29 and 30 shall not be released or amended without the specific written approval of the Board of Trustees of the Village of Savoy, which covenants the Village of Savoy shall have standing to enforce. Further, the Developer shall have the right to record an amendment to this Owner's Certificate and Restrictive Covenants to correct any technical errors within sixty days of the date of recording of the Plat of Subdivision with the Champaign County Recorder's Office, provided the Developer receives the written consent of the Village of Savoy..

24. Homeowners' Association: It is understood that the Prairie Fields Homeowners' Association has been incorporated, and all association fees for each lot will be paid by the lot owner. The owners of Lots 90, 134 through 150, 160 through 167, and 226 through 255 in the Prairie Fields 5B Subdivision agree to accept membership in said Association and to be bound by the rules and regulations of said Association and to maintain membership therein so long as such ownership is retained.

A primary purpose of said Association will be to provide for the ownership, development and maintenance and upkeep of the common areas and storm water detention basins of Prairie Fields Subdivisions, as well as any under drains and appurtenances constructed within such subdivisions. Lot 256 shall be conveyed by the Developer to the Homeowners Association when the detention basin improvements have been completed by the Developer and approved by the Village of Savoy. The owner of Lot 256 shall maintain said detention basin facility on Lot 256 in a manner acceptable to the Village of Savoy, and shall not construct any improvements thereon without written approval of the Village of Savoy. If Lot 256 is not so maintained, the Village may perform maintenance or repairs and the owner of Lot 256 shall reimburse the Village of Savoy for its costs incurred.

The costs of maintaining detention basins within Prairie Fields Subdivisions shall be shared equally by each subdivision based upon the ratio of the square footage of such subdivision divided by the total square footage of all subdivisions utilizing the basins. Assessments for each lot within Prairie Fields 5B Subdivision shall be a flat fee based on the total assessment attributable to Prairie Fields 5B Subdivision divided by the number of lots. Each lot owner shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

The Prairie Fields Homeowners' Association is hereby granted the authority to place assessment liens against any lot for any unpaid assessments and granted the authority to recover interest and reasonable attorney fees in the enforcement of these covenants.

The Prairie Fields Homeowners' Association shall have the power and authority to enforce any and all covenants, restrictions, and agreements applicable to lots within the aforesaid Subdivision.

The common areas developed in the Prairie Fields Subdivisions shall be subject to the rules and regulations established by the Prairie Fields Homeowners' Association and the use of common areas and common facilities which may be provided by the Developer from time to time shall be subject to the rules and regulations established by said Homeowners' Association.

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

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

25. Separability: 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.

26. 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.

27. 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.

As used in this paragraph 27, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials

containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 27, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

28. Drainage and Lot Contour: The platted lots shall substantially retain their original contours and no excavation or filling shall be undertaken on any of the lots in the subdivision which substantially varies the contour of the lot as originally platted, except with the written permission of the Architectural Committee. During construction, all dirt from excavation shall be confined to the lot on which the excavation is made or stockpiled in an area approved by the Architectural Committee. Nothing (except permitted fences and buildings) shall be placed upon any lot in such a way that it will interfere with the natural surface drainage of the subdivision. Rough grading of the site shall be completed by the time framing starts. In the events of a violation of any of the provisions of this paragraph, the architectural committee may give notice of such violation to the lot owner, builder or contractor, who shall then correct the same within a period of seven days from the receipt of such notice, and if her or she does not do so, the Architectural Committee may take such corrective measures as they deem appropriate and the cost of such work, and any legal proceedings instituted to enforce this covenant, shall be paid by the lot owner or owners who are found to have failed to comply with this restriction. The Architectural Committee shall having standing to enforce this provision in any court or administrative proceeding necessary, and shall be entitled to recover from the lot owner any administrative fees and reasonable attorney fees incurred pursuant thereto.

29. Annexation Agreement: The prior owners of the real estate legally described in Exhibit A attached hereto executed the Annexation Agreement with the Village of Savoy, Illinois, which agreement affects this real estate and other contiguous real estate. The Annexation Agreement includes various provisions and requirements regarding the development, use and subdivision of said real estate, which shall, to the extent applicable, apply to the lots and lot owners of Prairie Fields 5B Subdivision and to the Prairie Fields Homeowners' Association.

30. Bike Path: Lot 257 is designated on the Plat as a Bike Path, and will be conveyed to the Village of Savoy by the Developer after recording of the Plat of Subdivision.

AREA OF APPLICATION

The following covenants, in their entirety, shall apply to Lot 257 of **PRAIRIE FIELDS 5B SUBDIVISION**, Village of Savoy, Champaign County, Illinois.

COVENANTS

1. Allowable Use: The owner of Lot 257 shall be restricted to the following use of the property: sidewalk and/or bicycle path for pedestrian and/or bicycle traffic; public utilities.

2. Construction of Improvements: Any side walk or bike path constructed on the subject property shall be either concrete or asphalt. No overhead utilities of any type, including without limitation, lighting, shall be installed on the subject property; all utilities constructed on the property shall be installed underground. Construction shall be conducted in such manner as to not damage the adjacent residential lots. All excavations shall be refilled so that the surface of the property is restored to the approximate level and condition existing at the place of construction prior to commencement of such construction. All surplus soil and debris resulting from construction work shall be removed from the property.

3. Nuisances: No noxious or offensive activity shall be carried upon such lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Weeds shall be cut at minimum monthly between May 1 and October 1 in each year.

IN WITNESS WHEREOF, this instrument has been executed on this 21st day of September, 2001.

OWNER:

FIRST BUSEY TRUST & INVESTMENT CO.,
as Trustee under its Trust No. 5286

By: Debra L. Imlock

Its: Vice Pres. & Trust Officer

Attested to:

By: Elizabeth M. Owen

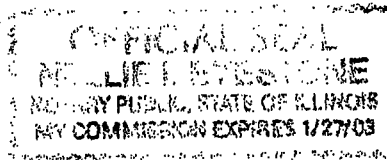
Its: Asst Corp. Sec'y

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Nellie I. Eystone, a Notary Public in and for said County and State, certify that Debra L. Imlock and Betty Owen, personally known to me to be officers of First Busey Trust & Investment Co., as above described, and personally known to me to be the same persons who executed the foregoing instrument as such officers of said Bank, appeared before me this day in person and acknowledged that they signed, affixed the corporate seal to, and delivered this instrument as their free and voluntary act, and as the free and voluntary act of said First Busey Trust & Investment Co., as Trustee as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 21st day of September, 2001.

Nellie I. Eystone
Notary Public



RIDER ATTACHED TO AND MADE A PART OF THE
RESTRICTIVE COVENANTS AND OWNER'S CERTIFICATE
FOR PRAIRIE FIELDS 5B SUBDIVISION
UNDER TRUST NO. 5286

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Owner are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the FIRST BUSEY TRUST & INVESTMENT CO. on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

EXHIBIT A

PART OF LOTS 81 OF PRAIRIE FIELDS III SUBDIVISION AND 90 OF PRAIRIE FIELDS IV SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 81 OF PRAIRIE FIELDS III SUBDIVISION, RECORDED AS DOCUMENT No. 98 R 02764 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, PROCEED ON A RECORD BEARING OF NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST 180.00 FEET ALONG THE SOUTH LINE OF SAID LOT 81; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 94.54 FEET ALONG SAID SOUTH LINE OF LOT 81; THENCE NORTH 89 DEGREES 04 MINUTES 52 SECONDS WEST 120.02 FEET ALONG SAID SOUTH LINE OF LOT 81 TO THE SOUTHEAST CORNER OF LOT 151 OF PRAIRIE FIELDS 5A SUBDIVISION, RECORDED AS DOCUMENT No. 2001 R 16454 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER; THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS EAST 636.63 FEET ALONG THE EAST LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION TO THE NORTHEAST CORNER OF LOT 159 OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST 320.00 FEET ALONG THE NORTH LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION TO THE NORTHWEST CORNER OF LOT 216 OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 168.77 FEET ALONG THE WEST LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 04 DEGREES 03 MINUTES 33 SECONDS WEST 482.90 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 225 IN SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 56 DEGREES 26 MINUTES 42 SECONDS EAST 105.49 FEET ALONG THE SOUTH LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 27 SECONDS EAST 85.00 FEET ALONG SAID SOUTH LINE TO THE WEST RIGHT-OF-WAY LINE OF PHLOX IN PRAIRIE FIELDS IV SUBDIVISION, RECORDED AS DOCUMENT No. 99 R 32706 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER; THENCE SOUTH 00 DEGREES 55 MINUTES 08 SECONDS WEST 54.24 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AROUND THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD WITH A COURSE AND DISTANCE OF SOUTH 25 DEGREES 15 MINUTES 30 SECONDS WEST 98.91 FEET, A CENTRAL ANGLE OF 48 DEGREES 40 MINUTES 45 SECONDS, A RADIUS OF 120.00 FEET, FOR AN ARC DISTANCE OF 101.95 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 56 SECONDS WEST 13.63 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF TOMARAS AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AROUND THE ARC OF A CURVE TO THE LEFT HAVING A CHORD WITH A COURSE AND DISTANCE OF NORTH 49 DEGREES 11 MINUTES 16 SECONDS WEST 57.34 FEET, A CENTRAL ANGLE OF 08 DEGREES 35 MINUTES 10

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SCHOOL DISTRICT STATEMENT

Pursuant to Public Act Number 286, 765 ILCS 205/1.005, First Busey Trust & Investment Co., as Trustee under its Trust No. 5286, dated March 7, 1997, its successors and assigns, being the legal owner of the following described tract of land:

**Prairie Fields 5B Subdivision,
Village of Savoy,
Champaign County, Illinois,**

more particularly described on the attached Exhibit A,

does hereby state that to the best of its knowledge the aforesaid subdivision lies in the Unit 4 School District.

IN WITNESS WHEREOF, the undersigned has executed this School District Statement this ____ day of September, 2001

FIRST BUSEY TRUST & INVESTMENT CO.,
as Trustee under its Trust No. 5286

Attested to:

BY: Debra L. Trulock

BY: Elizabeth M. Owen

ITS: Vice Pres. + Trust Officer

ITS: Asst. Corp. Sec'y

STATE OF ILLINOIS)

)

SS

COUNTY OF CHAMPAIGN)

)

I, the undersigned, a Notary Public in and for said County and said State aforesaid, DO HEREBY CERTIFY THAT Debra L. Trulock and Elizabeth M. Owen, personally known to me to be the officers of First Busey Trust & Investment Co., as above described, and personally known to me to be the same persons who executed the foregoing instrument as officers of said Bank, appeared before me this day in person and acknowledged that they signed and delivered the instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of September, 2001.

Nellie I. Eyestone
Notary Public

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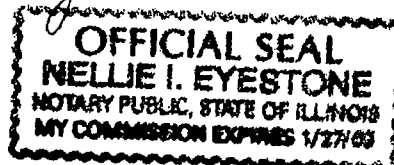


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029090

STATE OF ILLINOIS)
) SS County Clerk's Certificate
COUNTY OF CHAMPAIGN)

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

PRAIRIE FIELDS 5B SUBDIVISION
ADDITION TO THE VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

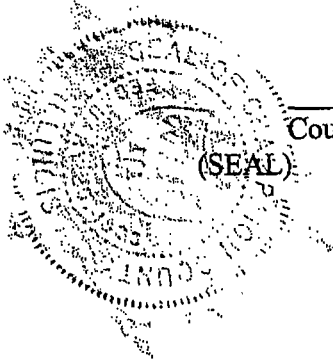
PIN: (2000) Part of 03-20-36-426-019; 03-20-36-251-020; 03-20-36-251-013; 03-20-36-251-019;
03-20-36-251-018

(1997) 03-20-36- 251-010; 03-20-36-400-009

(1998) 03-20-36-251-013; 03-20-36-251-014; 03-20-36-251-015; 03-20-36-251-016; 03-20-36-400-
009; 03-20-36-400-016

(1999) 03-20-36-251-013; 03-20-36-251-014; 03-20-36-251-017; 03-20-36-426-019

Given under my hand and seal this 21st day of September, 2001.



Mark Sheldon
County Clerk of Champaign County

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VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS
)
VILLAGE OF SAVOY)

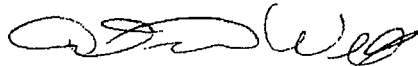
I, THE UNDERSIGNED, Treasurer for the Village of Savoy, Champaign County, Illinois, do hereby certify that I find no delinquent or unpaid special assessments levied against the following described real estate, to-wit:

PRAIRIE FIELDS 5B SUBDIVISION
ADDITION TO THE VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

PIN: Part of 03-20-36-426-019; 03-20-36-251-020; 03-20-36-251-013; 03-20-36-251-019; 03-20-36-251-018

Given under my hand and seal this 5th day of September, 2001.



Treasurer, Village of Savoy
Champaign County, Illinois

(SEAL)



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PART OF LOTS 81 OF PRAIRIE FIELDS III SUBDIVISION AND 90 OF PRAIRIE FIELDS IV SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 81 OF PRAIRIE FIELDS III SUBDIVISION, RECORDED AS DOCUMENT No. 98 R 02764 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, PROCEED ON A RECORD BEARING OF NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST 180.00 FEET ALONG THE SOUTH LINE OF SAID LOT 81; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 94.54 FEET ALONG SAID SOUTH LINE OF LOT 81; THENCE NORTH 89 DEGREES 04 MINUTES 52 SECONDS WEST 120.02 FEET ALONG SAID SOUTH LINE OF LOT 81 TO THE SOUTHEAST CORNER OF LOT 151 OF PRAIRIE FIELDS 5A SUBDIVISION, RECORDED AS DOCUMENT No. 2001 R 16454 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER; THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS EAST 636.63 FEET ALONG THE EAST LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION TO THE NORTHEAST CORNER OF LOT 159 OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST 320.00 FEET ALONG THE NORTH LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION TO THE NORTHWEST CORNER OF LOT 216 OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 168.77 FEET ALONG THE WEST LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 04 DEGREES 03 MINUTES 33 SECONDS WEST 482.90 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 225 IN SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 56 DEGREES 26 MINUTES 42 SECONDS EAST 105.49 FEET ALONG THE SOUTH LINE OF SAID PRAIRIE FIELDS 5A SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 27 SECONDS EAST 85.00 FEET ALONG SAID SOUTH LINE TO THE WEST RIGHT-OF-WAY LINE OF PHLOX IN PRAIRIE FIELDS IV SUBDIVISION, RECORDED AS DOCUMENT No. 99 R 32706 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER; THENCE SOUTH 00 DEGREES 55 MINUTES 08 SECONDS WEST 54.24 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AROUND THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD WITH A COURSE AND DISTANCE OF SOUTH 25 DEGREES 15 MINUTES 30 SECONDS WEST 98.91 FEET, A CENTRAL ANGLE OF 48 DEGREES 40 MINUTES 45 SECONDS, A RADIUS OF 120.00 FEET, FOR AN ARC DISTANCE OF 101.95 FEET; THENCE SOUTH 49 DEGREES 35 MINUTES 56 SECONDS WEST 13.63 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF TOMARAS AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AROUND THE ARC OF A CURVE TO THE LEFT HAVING A CHORD WITH A COURSE AND DISTANCE OF NORTH 49 DEGREES 11 MINUTES 16 SECONDS WEST 57.34 FEET, A CENTRAL ANGLE OF 08 DEGREES 35 MINUTES 10

SECONDS, A RADIUS OF 383.00 FEET, FOR AN ARC DISTANCE OF 57.40 FEET TO THE WEST LINE OF SAID PRAIRIE FIELDS IV SUBDIVISION; THENCE SOUTH 36 DEGREES 31 MINUTES 08 SECONDS WEST 66.00 FEET ALONG SAID WEST LINE; THENCE ALONG SAID WEST LINE AROUND THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD WITH A COURSE AND DISTANCE OF SOUTH 48 DEGREES 12 MINUTES 21 SECONDS EAST 58.29 FEET, A CENTRAL ANGLE OF 10 DEGREES 33 MINUTES 01 SECONDS, A RADIUS OF 317.00 FEET, FOR AN ARC DISTANCE OF 58.37 FEET; THENCE SOUTH 47 DEGREES 04 MINUTES 10 SECONDS WEST 32.63 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 04 MINUTES 53 SECONDS WEST 415.07 FEET ALONG SAID WEST LINE AND WESTERLY PROLONGATION OF SAID LINE; THENCE NORTH 00 DEGREES 55 MINUTES 01 SECOND EAST 186.00 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 53 SECONDS EAST 15.00 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 01 SECOND EAST 108.69 FEET; THENCE NORTH 85 DEGREES 05 MINUTES 27 SECONDS WEST 26.26 FEET; THENCE NORTH 07 DEGREES 13 MINUTES 38 SECONDS EAST 501.51 FEET; THENCE NORTH 55 DEGREES 13 MINUTES 44 SECONDS EAST 56.28 FEET; THENCE NORTH 16 DEGREES 28 MINUTES 09 SECONDS WEST 100.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD WITH A COURSE AND DISTANCE OF SOUTH 71 DEGREES 28 MINUTES 29 SECONDS WEST 15.79 FEET, A CENTRAL ANGLE OF 04 DEGREES 06 MINUTES 45 SECONDS, A RADIUS OF 220.00 FEET, FOR AN ARC DISTANCE OF 15.79 FEET; THENCE NORTH 20 DEGREES 34 MINUTE 53 SECONDS WEST 250.29 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36; THENCE SOUTH 89 DEGREES 04 MINUTES 52 SECONDS EAST 982.05 FEET ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36 TO THE EAST LINE OF LOT 81 OF PRAIRIE FIELDS III SUBDIVISION; THENCE SOUTH 57 DEGREES 02 MINUTES 22 SECONDS EAST 70.87 FEET ALONG SAID EAST LINE; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST 710.11 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, ENCOMPASSING 16.94 ACRES, MORE OR LESS, SITUATED IN THE VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS.

CHAMPAIGN-DWIGHT-OTTAWA

VEGRZYN, SARVER AND ASSOCIATES, INC.

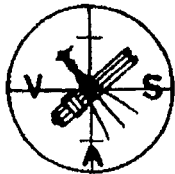
029090

713 Edgebrook Drive, Suite 3 • PO Box 3697 CHAMPAIGN, ILLINOIS 61826

Phone (217) 359-6603 Fax (217) 359-0430

Civil Engineering - Land Surveying

E-mail: vsa@advancenet.net



SURVEYOR'S STATEMENT TO RECORDER OF DEEDS

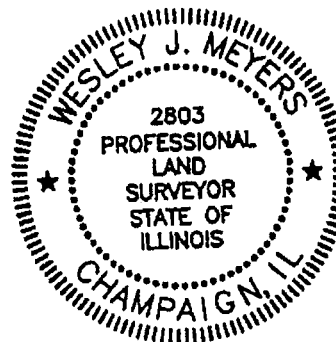
I, Wesley J. Meyers, Illinois Professional Land Surveyor No. 2803, hereby state that I have prepared a plat of subdivision in the Village of Savoy, Champaign County, Illinois known as "PRAIRIE FIELDS 5B", dated July 17, 2001, and hereby authorize Chicago Title Insurance Company, to act as my agent in presenting this plat to the Champaign County Recorder for recording.

Wesley J. Meyers

Wesley J. Meyers

Illinois Professional Land Surveyor No. 2803

August 28, 2001



2001 R29090

RECORDED ON

10-09-2001 1:15:31

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC. FEE: 82.00
REV FEE:
PAGES: 27
PLAT ACT:
PLAT PAGE: 1

Prairie Fields 5B Sub Replat
Lot 81 Prairie Fields III + Lot 90 Prairie Fields IV

DATE 10-5-01

INSTRUMENT RePlat

DESCRIPTION Lot 81 Prairie Fields III, Lot 90
Prairie Fields IV Sub, and pt of SW 1/4 of the
NE 1/4 + pt SE 1/4 of the NW 1/4 36-19-8

RETURN TO: Kelly Ford 353-4900

FEE: 82⁰⁰