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**MARK SHELDEN**

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**FIELDSTONE SUBDIVISION PHASE 3**

**OWNERS CERTIFICATE AND  
RESTRICTIVE COVENANTS**

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**After Recording, Return To:**

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**FIELDSTONE SUBDIVISION PHASE 3  
OWNER'S CERTIFICATE AND  
RESTRICTIVE COVENANTS**

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF CHAMPAIGN )

**OWNER'S CERTIFICATE**

FIELDSTONE SUBDIVISION II, LLC, an Illinois limited liability company, its successors and assigns, being the legal owner (herein the "Owner") of the real estate described in Exhibit A attached hereto and incorporated herein by reference and in the surveyor's declaration ("Surveyor's Declaration") on the face of the annexed plat for Fieldstone Subdivision Phase 3, Village of Savoy, Champaign County, Illinois, (herein the "Plat"), has caused the same to be surveyed by Chad Wallace of Farnsworth Group, Inc., Illinois Professional Land Surveyor No. 3521, and has subdivided said real estate into lots, streets, common areas, and utility and drainage easements as indicated on the Plat, said subdivision to be known as Fieldstone Subdivision Phase 3 and to be part of a larger development comprised of other subdivisions platted under the name of "Fieldstone Subdivision" by Owner or its successors or assigns.

Owner hereby grants and dedicates to the Village of Savoy and to the public 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 Village of Savoy and 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 authorize 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 attorneys' 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 cause 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 attorneys' 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.

#### **SCHOOL DISTRICT STATEMENT**

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of their knowledge the school district which the premises lie is Champaign Unit 4.

#### **COVENANTS AND RESTRICTIONS**

It is hereby provided that all conveyances of property hereafter made by the present or future owners of the land described on the aforesaid Surveyor's Declaration 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 Fieldstone Subdivision II LLC, an Illinois limited liability company, its successors or assigns, having a principal office at 110 South Lombard, P.O. Box 110, Mahomet, Illinois 61853.

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.

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.

Building Area: That portion of a building site within which the construction and maintenance of the main building 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: All areas (if any) to be conveyed to, to be owned and owned by the Fieldstone Subdivision Homeowners Association a/k/a Fieldstone Homeowners' Association ("Fieldstone Subdivision Homeowners Association") as defined by the plats of Fieldstone Subdivisions upon completion by the Developer of all required public improvements located in such Common Areas.

Fieldstone Subdivisions: Any and all subdivisions (now existing as of the date hereof or hereafter) which belong to and are governed by the Fieldstone Subdivision 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, Willard and Suzanne Erickson and Fieldstone Subdivision, L.L.C., dated February 7, 2007 and recorded June 28, 2007 in the Recorder's Office of Champaign County, Illinois, as Document No. 2007R16645 and all amendments thereto.

#### **AREA OF APPLICATION**

The following covenants, in their entirety, shall apply to all lots of Fieldstone Subdivision Phase 3, 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 within Fieldstone Subdivisions that are zoned R-2, and not more than two dwelling units on lots that are zoned R-2A, a private garage for not less than two (2) or nor more than three (3) cars per dwelling unit. Notwithstanding anything contained in the covenants set forth herein to the contrary, no structure of a temporary character, trailer, basement (without attached Dwelling), shack, shed, garage, barn or other out-building shall be used on any lot as a residence or ancillary use for a residence at any time either temporarily or permanently without the Architectural Control Committee's prior written approval, which approval shall be in the Architectural Control Committee's sole discretion.

2. Architectural Control:

(a) Committee Membership: The Architectural Control Committee shall initially be composed of Four (4) persons as follows:

Reginald Phillips: 2402 S. 18th St., Charleston, Illinois, 61920  
Russell H. Taylor: P. O. Box 110, Mahomet, Illinois 61853  
Nick Taylor: P. O. Box 110, Mahomet, Illinois 61853  
Paul Phillips: 1378 N 2700E Rd, LeRoy, Illinois 61752

A majority of the committee may designate a representative to act on behalf of the committee. 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 seventy-five percent (75%) of the lots in Fieldstone Subdivisions 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 Committee to promote the residential development of Fieldstone Subdivisions 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. Any decision made by the Architectural Control Committee shall be final and binding.

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 is still 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: 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) Certification by Architectural Control Committee: The Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion.

(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 encumbrance 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 garage. The Architectural Control Committee, however, shall have the power to waive the requirement of a garage, in its sole and absolute discretion. No one-story single family unit shall occupy a ground floor area of less than one thousand five hundred (1,500) square feet, and no single family unit having more than one story shall occupy a ground floor area of less than six hundred (600) square feet and a total area of less than one thousand six hundred (1,600) square feet. No dwelling unit in a one-story duplex shall occupy a ground floor area of less than one thousand two hundred (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 one thousand four hundred (1,400) square feet. All dwelling units shall be constructed with either basement or crawl space under at least seventy percent (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 (including eaves, steps and open porches) shall be not less than six (6) feet, as provided in the Annexation Agreement. Any basement window wells located within the six (6) foot side yard setback shall have grates installed over the basement window wells. No obstacles, including but not limited to, air conditioners, stoops, porches, patios, steps, fireplace cantilevers, vents or any other device structure or equipment shall be located in the six (6) foot side yard setback area.

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 that 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 (6) 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) two-inch (2") diameter hardwood trees in the front yard. For purposes herein, hardwood trees are deciduous trees like oak, maple, elm and walnut. 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 suitably 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 any used or reclaimed material be employed with pre-assembled interior wall treatment, excepting ordinary drywall constructed with joints taped on the site. Accessory Buildings which may be permitted herein 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 and which are promptly removed upon completion of such Dwelling.

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. 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.

10. 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.

11. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, <sup>bred</sup>~~breed~~, or kept on any lot, except that no more than two (2) dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. 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 and 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 12, the Fieldstone Subdivision 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 Fieldstone Subdivision 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 by the Fieldstone Subdivision Homeowners Association pursuant thereto.

13. 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 13, the Fieldstone Subdivision 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 Fieldstone Subdivision 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 Fieldstone Subdivision Homeowners Association pursuant thereto.

14. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 thirty (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.

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

16. 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 Fieldstone Subdivisions 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 vehicle.

17. Sidewalks and Driveways: Each lot owner shall be responsible for constructing the public sidewalk on his or her respective lot at the lot owner's sole cost and expense. Construction of the public sidewalk shall be completed, by a contractor approved by the Village, immediately after completion of a residence on the subject lot. If the sidewalk as initially constructed by the lot owner does not meet Village of Savoy requirements, the lot owner shall immediately cause the sidewalk to be repaired to bring the sidewalk to public code standard. 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 other materials allowed by Village's Ordinances, and must comply with such Ordinances. All public sidewalks shall be five (5) feet in width and six (6) inches thick, and otherwise comply with current Americans and Disabilities Act (ADA) requirements, and Village's Ordinances. A public sidewalk which is crossed by a driveway must also meet such ADA requirements, including ADA slope limitations. If such ADA requirements are changed prior to the construction of a public sidewalk, then the new ADA requirements shall apply to such subsequent sidewalk construction.

18. 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/grass on 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 of each year; provided no weeds or grass shall be above the maximum growth height above the Village of Savoy's ordinance. If the lot owner fails to do so, the Architectural Control Committee or Fieldstone Subdivision Homeowners Association may cause weeds/grass to be cut and a lien may be filed against the property for weed/grass mowing, not to exceed the actual cost of completion plus twenty percent (20%) of the cost for handling charges.

19. 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 thereafter or to enforce any other restrictions, condition, covenant, reservation, lien, or charge.

20. Term: Unless amended as provided in paragraph 22, 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 Fieldstone Subdivision 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.

21. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain or recover damages.

22. Authority to Amend or Release Covenants: The owners of legal title of record of seventy-five percent (75%) of the building sites in Fieldstone 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 numbers 1, 4, 5, 9, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 26, 27 and 28 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 (60) days of the date of recording of the Plat with the Champaign County Recorder's Office, provided the Developer receives the written consent of the Village of Savoy.

23. Fieldstone Subdivision Homeowners Association: It is understood that the Fieldstone Subdivision Homeowners Association has been incorporated, and all association fees for each lot within Fieldstone Subdivisions will be paid by such lot owner. The owners of lots in Fieldstone Subdivisions agree to accept membership in Fieldstone Subdivision Homeowners Association and to be bound by the rules and regulations of Fieldstone Subdivision Homeowners Association and to maintain membership therein so long as such ownership is retained. If additional subdivisions are platted by the Developer, or its assigns, in Township 18 North, Range 8 East of the Third Principal Meridian, Village of Savoy, Champaign County, Illinois, with the words "Fieldstone Subdivision" in the name of the subdivision, the Developer of said subdivision shall make all lot owners in said subdivisions members of the Fieldstone Subdivision Homeowners Association.

A primary purpose of Fieldstone Subdivision Homeowners Association will be to provide for the ownership, development and maintenance and upkeep of the Common Areas and storm water detention basins of Fieldstone Subdivisions, as well as any under drains and appurtenances constructed within such subdivisions. Lots 3055 and 3056 within Fieldstone Subdivision Phase 3 and all other Common Areas in Fieldstone Subdivisions shall be conveyed by the Developer to the Fieldstone Subdivision Homeowners Association after recording of the plat of subdivision for Fieldstone Subdivisions, and the Fieldstone Subdivision Homeowners Association shall be responsible for maintaining the Common Areas. The costs of maintaining detention basins and Common Areas within Fieldstone Subdivisions shall be shared equally by each subdivision based upon the ratio of square footage of such subdivision divided by the total square footage of all subdivisions utilizing the basins and Common Areas. Assessments for each lot within Fieldstone Subdivisions shall be a flat fee based on the total assessment attributable to Fieldstone Subdivisions 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 Fieldstone Subdivision Homeowners Association in such amounts and at such times as determined by the Board of Directors. Further, notwithstanding anything contained in these covenants to the contrary, as provided in the Village's Ordinances, any rear yard storm sewer drains and sump pump drains on individual lots and common storm sewer/sump pump drains within rear yard utility easement areas are not Village owned drainage lines, and the Village shall have no maintenance responsibility for such drain lines (if any). The maintenance and repair responsibility for such lines in rear yard designated utility easement shall be the obligation of the lot owners wherein such lines are located; provided, Fieldstone Subdivision Homeowners Association may in its sole discretion undertake such responsibility (but not the obligation) on behalf of such lot owners to the point of the downstream connection to the Village's storm sewer system. In the event Fieldstone Subdivision Homeowners Association incurs costs for such responsibility on behalf of such lot owners, said lot owners shall promptly pay or reimburse Fieldstone Subdivision Homeowners Association, but in any event within ten (10) days from Fieldstone Subdivision Homeowners Association's written request.

The Fieldstone Subdivision Homeowners Association is hereby granted the authority to place liens against any lot for any unpaid assessments or such other amounts due and granted the authority to recover interest and reasonable attorney fees in the enforcement of these covenants.

The Fieldstone Subdivision 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 Fieldstone Subdivisions shall be subject to the rules and regulations established by the Fieldstone Subdivision 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 the Fieldstone Subdivision Homeowners Association.

The Fieldstone Subdivision 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 Common Areas to said municipal government or park district subject to a vote of the majority of the Fieldstone Subdivision Homeowners Association, provided said property is within the jurisdictional boundaries of such municipal government or park district.

The Fieldstone Subdivision 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 Fieldstone Subdivision Homeowners Association at Fieldstone Subdivision Homeowners Association's expense, until such time as the purpose of Fieldstone Subdivision Homeowners Association shall no longer exist.

24. 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.

25. 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 Control 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.

26. 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 Fieldstone Subdivision 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 26, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and include 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 26, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

27. 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 Control 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 Control 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 Control 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 (7) days from the receipt of such notice, and if he or she does not do so, the Architectural Control 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 Control Committee shall have 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.

28. 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 Fieldstone Subdivisions and to the Fieldstone Subdivision Homeowners Association.

29. Fences: Only ornamental iron or ornamental aluminum fences, not to exceed 5' feet in height, shall be allowed within the Fieldstone Subdivision, Phase 3. All such fences (including any fence additions) to be constructed shall be approved by the Architectural Committee (in its sole discretion) prior to construction, and shall be of an appropriate material, size and color so as not to detract from any dwelling or Fieldstone Subdivision, Phase 3, and shall be properly maintained by the lot owner."

30. Storage Buildings: No storage buildings of any kind are permitted including without limitation, sheds or barns.

*[signature on following page]*

Dated at Champaign, Illinois, this 6<sup>th</sup> day of NOVEMBER 2018.

FIELDSTONE SUBDIVISION II, LLC,  
an Illinois Limited Liability Company

By: Russell H Taylor  
Russell H. Taylor, Manager

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF CHAMPAIGN )

The undersigned, a Notary Public in and for said County and State, certify that Russell H. Taylor, personally known to me to be the Manager of Fieldstone Subdivision II, LLC, as above described, and personally known to me to be the same person who executed the foregoing instrument as such Manager of said corporation, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of said company, as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 6<sup>th</sup> day of November, 2018.

Tonya A. Lewis  
Notary Public



Exhibit A

PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2004 IN FIELDSTONE SUBDIVISION PHASE 2, RECORDED AS DOCUMENT NO. 2014R23524 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS, SAID POINT BEING ON THE SOUTHERLY LINE OF LOT 223 IN FIELDSTONE SUBDIVISION PHASE 1, RECORDED AS DOCUMENT NO. 2007R16646 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS. FROM SAID POINT OF BEGINNING, THENCE SOUTH 18 DEGREES 18 MINUTES 10 SECONDS EAST 121.30 FEET ALONG THE WEST LINE OF SAID LOT 2004 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY 48.19 FEET ALONG THE NORTHERLY RIGHT-OF WAY LINE OF SUMMERBROOK DRIVE IN SAID FIELDSTONE SUBDIVISION PHASE 1, BEING THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 600.00 FEET AND THE 48.17 FOOT CHORD OF SAID ARC BEARS SOUTH 73 DEGREES 59 MINUTES 56 SECONDS WEST TO THE NORTHWEST CORNER OF SAID SUMMERBROOK DRIVE; THENCE SOUTH 13 DEGREES 42 MINUTES 03 SECONDS EAST 60.00 FEET ALONG THE WEST LINE OF SAID SUMMERBROOK DRIVE TO THE NORTHWEST CORNER OF LOT 2005 IN SAID FIELDSTONE SUBDIVISION PHASE 1; THENCE SOUTH 00 DEGREES 05 MINUTES 42 SECONDS WEST 868.48 FEET ALONG THE WEST LINE OF LOTS 2005-2011, 2071 AND 2012-2015 IN SAID FIELDSTONE SUBDIVISION PHASE 1 TO THE SOUTHWEST CORNER OF SAID LOT 2015; THENCE SOUTH 89 DEGREES 54 MINUTES 18 SECONDS EAST 180.00 FEET ALONG THE SOUTH LINE OF SAID LOT 2015 AND THE SOUTH LINE OF WINTERBERRY ROAD IN SAID FIELDSTONE SUBDIVISION PHASE 1 TO THE SOUTHEAST CORNER OF SAID WINTERBERRY ROAD; THENCE NORTH 00 DEGREES 05 MINUTES 42 SECONDS EAST 26.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID WINTERBERRY ROAD TO THE SOUTHWEST CORNER OF LOT 2016 IN SAID FIELDSTONE SUBDIVISION PHASE 2; THENCE SOUTH 89 DEGREES 54 MINUTES 18 SECONDS EAST 675.33 FEET ALONG THE SOUTH LINE OF LOTS 2016-2024 IN SAID FIELDSTONE SUBDIVISION PHASE 2 TO THE SOUTHEAST CORNER OF SAID LOT 2024; THENCE SOUTH 01 DEGREES 13 MINUTES 09 SECONDS WEST 23.49 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE IN SAID FIELDSTONE SUBDIVISION PHASE 2 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 88 DEGREES 46 MINUTES 51 SECONDS EAST 180.00 FEET ALONG THE SOUTH LINE OF SAID FIELDSTONE DRIVE AND THE SOUTH LINE OF LOT 2025 IN SAID FIELDSTONE SUBDIVISION PHASE 2 TO THE SOUTHEAST CORNER OF SAID LOT 2025; THENCE SOUTH 01 DEGREE 13 MINUTES 09 SECONDS WEST 273.03 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 54 MINUTES 18 SECONDS WEST 1,339.48 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 05 MINUTES 42 SECONDS EAST 180.00 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 18 SECONDS EAST 10.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 42 SECONDS EAST 943.71 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 18 SECONDS WEST 23.34 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 42 SECONDS EAST 180.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 223 IN FIELDSTONE SUBDIVISION PHASE 1; THENCE SOUTH 89 DEGREES 54 MINUTES 20 SECONDS EAST 70.00 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 223; THENCE SOUTH 00 DEGREES 05 MINUTES 42 SECONDS WEST 120.00 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 223; THENCE SOUTH 89 DEGREES 54 MINUTES 20 SECONDS EAST 77.71 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 223; THENCE NORTHEASTERLY 121.82 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 223, BEING THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 600.00 FEET, AND THE 121.61 FOOT CHORD OF SAID ARC BEARS NORTH 86 DEGREES 01 MINUTES 16 SECONDS EAST; THENCE LEAVING SAID CURVE NORTH 09 DEGREES 47 MINUTES 44 SECONDS WEST 120.00 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 223; THENCE NORTH 74 DEGREES 54 MINUTES 45 SECONDS EAST 71.11 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 223 TO THE POINT OF BEGINNING, CONTAINING 15.55 ACRES, MORE OR LESS.

STATE OF ILLINOIS                    }  
  }  
COUNTY OF CHAMPAIGN            } SS

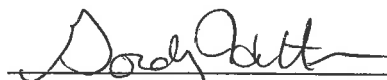
CERTIFICATE OF COUNTY CLERK

I, GORDY HULTEN, County Clerk in and for the County of Champaign, Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, or delinquent special assessments against the following described tract of land, as appears from the records in my said Office:

Legal Description: See attached Exhibit A - Owner's Certificate and Restrictive Covenants

PIN: Part of 29-26-12-100-004, formerly 29-26-12-100-003

Given under my hand and seal of said Office this 2<sup>nd</sup> day of October, A.D. 2018.

  
\_\_\_\_\_  
Gordy Hulten, County Clerk  
Champaign County, Illinois

(Seal)

Exhibit A

PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

VILLAGE TREASURER'S CERTIFICATE

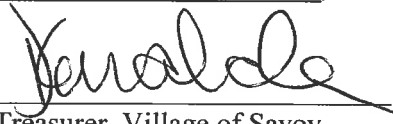
The undersigned, Treasurer for the Village of Savoy, Champaign County, Illinois, do hereby certify that I find no delinquent or unpaid special assessments levied against the following described real estate, to-wit:

FIELDSTONE SUBDIVISION PHASE 3  
VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS

(See Attached Exhibit A – Owner's Certificate and Restrictive Covenants)

PIN: Part of 29-26-12-100-004.

Given under my hand and seal this 28<sup>TH</sup> day of NOVEMBER, 2018.

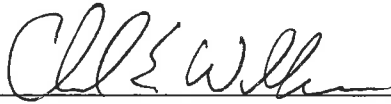
  
\_\_\_\_\_  
Treasurer, Village of Savoy  
Champaign County, Illinois

(SEAL)



**SURVEYOR'S STATEMENT TO RECORDER OF DEEDS**

I, Chad E. Wallace, Illinois Professional Land Surveyor No. 3521, hereby state that I have prepared a plat of "Fieldstone Subdivision Phase 3" in the Village of Savoy, Champaign County, Illinois. I authorize a representative of the Village of Savoy to act as my agent in presenting this plat to the Champaign County Recorder for recording.



Chad E. Wallace  
FARNSWORTH GROUP, INC.  
Illinois Professional Land Surveyor No. 3521  
November 27, 2018

