



* 2 0 0 6 R 0 8 7 5 5 2 8 *

2006R08755

RECORDED ON

04/12/2006 11:09:13AM

CHAMPAIGN COUNTY

RECORDER

BARBARA A. FRASCA

REC FEE: 90.00

RHSPS Fee: 10.00

REV FEE:

PAGES 28

PLAT ACT:

PLAT PAGE: 1

Prairie Crossing 1st Sub.

Date: 3-7-06

Instrument: Plat.

Description: Pt of SW 1/4 of SW 1/4 of 12-20-7

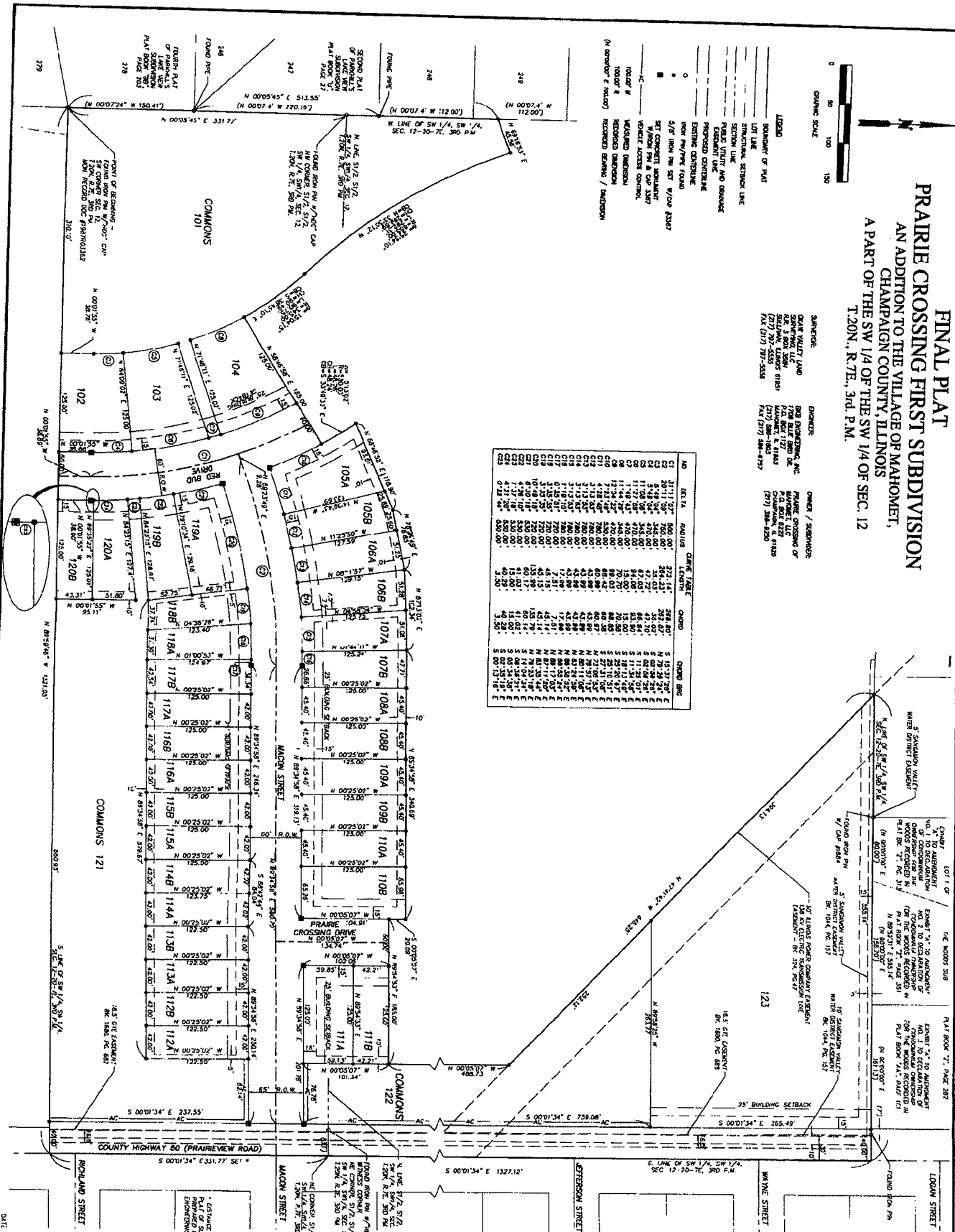
Return to: Beris Clancy 384-1144

Fee: _____


A PART OF THE SW 1/4 OF THE SW 1/4 OF SEC. 12
T20N., R. 7E., 3rd. P.M.

SURVEYOR:	ENGINEER:	OWNER / SUBMITTER:
CLARK VALLEY LAND	BOB ENGINEERING, INC.	MAJOR CROSSING OF
R.R. 5 ROAD, LLC	1700 BLUE BIRD DR.	PAVEMENT, LLC
215 E. 5TH ST.	P.O. BOX 1127	P.O. BOX 5222
SHELTON, MISSOURI 64183	TEL (217) 884-6165	CHAMPAIGN, IL 61820
TEL (317) 787-5556	FAX (217) 884-6757	(217) 288-4250

NO	DATE	RAJAS	CHORO	CAMP 1961
40	31-11-57	550.00	22.54	5129.38
39	20-11-57	750.00	24.62	5129.38
38	19-11-57	400.00	24.22	5129.38
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35	16-11-57	445.00	24.62	5129.38
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27	08-11-57	400.00	24.22	5129.38
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25	06-11-57	400.00	24.22	5129.38
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1	13-10-57	400.00	24.22	5129.38

[illegible]

2006R0875528



2006R08755

RECORDED ON 04/12/2006 11:05:13AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 90.00
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2006R08755

PRAIRIE CROSSING FIRSTSUBDIVISION
An Addition to the Village of Mahomet
Champaign County, Illinois

RECORDED ON 04/12/2006 11:09:13AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 90.00
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STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

**OWNER'S CERTIFICATE
AND
RESTRICTIVE COVENANTS**

Prairie Crossing of Mahomet, LLC, as the record and legal owner of certain real estate (hereinafter "Owner"), make this certificate as to such real estate described as follows:

SEE ATTACHED EXHIBIT "A"

Owner states that the same was caused to be surveyed and platted by **James M. Whitkanack, professional Illinois land surveyor No. 3367**, under date of March 30 2006, and the undersigned does hereby adopt, ratify and confirm the plat prepared by said Surveyor and name such subdivided real estate "**Prairie Crossing First Subdivision**", situated in The Village of Mahomet, Champaign County, Illinois, and the undersigned does hereby dedicate the tracts marked as "public utility and drainage easements, public sidewalk easements" as Easements to the public, for the public use, and the undersigned does dedicate for public use all of the utilities such as water mains, storm sewers and sanitary sewers to the public for public use forever.

Owner hereby grants and dedicates for the use of the public as streets, all of the streets as are referenced and shown on said plat and each street 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, if any, to the public for use by utilities for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, sidewalks, gas, telephone, electricity, and cable television. All such utility improvements shall be located underground except as to those already existing utilities. All grantees of easement rights hereunder shall hereinafter be referred to as "Grantees".

Owner establishes easements for the maintenance of existing subsurface drainage facilities, such easements to be ten (10) feet in width and centered upon such field tiles as currently exist and are located within said subdivision. Within said drainage easements, no structure, plantings, or other improvements shall be placed or permitted to remain which may damage, obstruct or interfere with said field tiles; provided, however, that any such drainage

REC'D MAR 17 2006

easement and field tile may be relocated on any said lot by the Owner thereof in order to accommodate any development and improvement on said lot, as long as the relocated field tile and drainage easement shall continue to provide such drainage as is substantially equivalent to any such drainage which may have existed prior to the relocation of the field tile and the drainage easement.

The Grantees hereby indemnify, hold harmless, and defend Owner and its successors and assigns 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 EXCEPT to the extent such claims, suits, damages or causes of action for damages, or orders, decrees or judgments are caused by the negligence of Owner or its successors and assigns.

The Grantees will not cause or permit the escape, disposal or release on the subject real estate of Hazardous Substances, nor will such grantees 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 Grantees hereby indemnify, hold harmless, and defend Owner and its successors and assigns from and against any and all loss, penalty, fine, damage, liability or expense (including, without limitation, court costs and reasonable attorney fees) arising or resulting from or in any way connected with the breach of the foregoing obligations by such owners of easement rights.

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

It is hereby provided that all conveyances of property hereinafter made in said subdivision by the present or future owners of any of the lands described in said Surveyor's Certificate for said subdivision shall, by adopting the above description of said land as platted, 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.

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

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

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

Dwelling: Any building occupied or designed to be occupied by and used exclusively for a residence by a single family.

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

Owner: Prairie Crossing of Mahomet, LLC and all heirs, grantees, purchasers, lessees, executors, assignees and successors in interest.

Subdivision: Prairie Crossing First Subdivision, Village of Mahomet, Champaign County, Illinois.

Village: Village of Mahomet, Champaign County, Illinois.

AREA OF APPLICATION

The proposed covenants below, in their entirety, shall apply to Lots 100 through 401 inclusive, as shown on the plat of said subdivision.

COVENANTS

1. Allowable Structures: No structure shall be erected, altered, placed, or permitted to remain on any Building Site other than one single family Dwelling with attached private garage for not more than three (3) cars in those areas zoned R-1, two family units consisting of Duplex Dwellings in those areas zoned R-2, and multi family units on lot 123 zoned R-3. No Accessory Buildings incidental to residential use shall be allowed except for Lot 123.

2. Architectural Control:

a. Committee Membership: The Architectural Control Committee is initially composed of Prairie Crossing of Mahomet, LLC until such time as the then record owners of

75% of the lots in Prairie Crossing 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. A majority of the committee may designate a representative to make its report. Except as hereinafter provided, in the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

b. Powers: It is the purpose of architectural control to promote the residential development of Prairie Crossing Subdivision, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted for approval if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld. The Architectural Control Committee shall have the power to approve reductions in set-back requirements by not more than is permitted by then applicable zoning ordinance. The Architectural Control Committee shall have the further power to reduce minimum Dwelling size requirements where the size, shape, and location of the lot warrants such variance in the opinion of the committee. Specifically, the Committee shall be bound by the following provisions:

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

2. 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 thirty (30) days after plans or specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

3. Right of Inspection: During any construction or alteration required to be approved by the Architectural Control Committee, any member of the committee, or any agent of the committee, shall have the right to enter upon and inspect, during reasonable hours, any Building Site embraced within said subdivision and the improvements thereon, for the purpose of ascertaining

whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

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

5. 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 acting in reliance thereon.

3. Minimum Dwelling - Quality and Size: All materials used in construction shall be new. It is the intent and purpose of these covenants to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. **For Dwellings, the Ground Floor Area, exclusive of open porches and garage, shall be not less than 1,100 square feet for a Dwelling of less than two stories. In the event the Dwelling is a two-story residence, the Ground Floor Area, exclusive of open porches and garage, shall be not less than 650 square feet, and the total required floor area shall not be less than 1,200 square feet, exclusive of open porches and garage.**

4. Building Location:

- a. On lots 102 through 104, no Dwelling shall be located on any lot **nearer than twenty-five (25) feet to the front street right-of-way or nearer than twenty-five (25) feet to the rear lot line; neither shall it be located nearer to a side lot line than Ten (10) unless a different distance is set forth on the recorded plat. With respect to all said lots, no structures or fences shall be erected in the front set back lines.**
- b. On lots 105A through 120B, no Dwelling shall be located on any lot **nearer than twenty-five (25) feet to the front street right-of-way or**

nearer than twenty-five (25) feet to the rear lot line; neither shall it be located nearer to a side lot line than eight feet (8); that one side must be built on the common lot line; that there must be two dwellings on the each same numbered lots and a lot owner cannot build a separate individual residence on these lots. With respect to all said lots, no structures or fences shall be erected in the front set back lines. Zero side yard setbacks are allowed along the common lot lines between 105A and 120B.

- c. No buildings shall be permitted on lots 101, 121 or 122.

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

5. Permissible Construction - Schedule of Construction: Only one Dwelling structure shall be constructed per Building Site except for Lot 123; no re-platting or subdividing of any lot shall be permitted, the effect of which would be to reduce its area or width below ninety percent (90%) of the area and width as platted. Outbuildings, above ground swimming pools, trampolines or large play ground equipment are prohibited.

All Dwellings must have a driveway which shall be constructed of concrete. Driveways between the sidewalk and the street shall be a minimum six (6) inch thickness. Flat roofs and mansard roofs are not permitted.

Any fence over Six (6) feet in height or chain link fences or steel mesh material shall not be allowed, however, the design for any fence to be erected shall be submitted to the Architectural Control Committee for approval. Fences shall be designed and constructed of materials which are similar to and/or blend with those used on the Dwelling or in the Subdivision. All fences shall be constructed with the support framing facing the interior of the lot and the fence facade to the outside of the framing.

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

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

6. Easements: Easements for installation and maintenance of underground utilities and drainage facilities are reserved as noted on the recorded plat. No building or outside facility within the subdivision shall be supplied with utility service lines above the surface of the ground. Each lot owner shall grant a written easement for such underground service upon request of the interested utility. No structures, walls, fences, plantings or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation or maintenance of the utilities. All utilities serving this

subdivision and all connections made thereto shall be located beneath the surface of the ground excepting therefrom transformer installations, service pedestals and existing aboveground utilities in place prior to the platting of this subdivision. Required above ground appurtenances to the underground utility system shall be located within six (6) feet of the side lot lines.

7. Permissible Building - Order of Construction: All buildings erected on any Building Site shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. 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. No construction shall be suspended for more than thirty (30) working days.

9. Temporary Structures: No temporary structures are allowed. 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.

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 square foot one sign of not more than five square feet advertising the property for sale, or signs used by the builder during construction. ~~This provision shall not apply to Subdivision sign (s) erected on lots which serve as entry points to the subdivision.~~

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

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

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, grass, or other cuttings and other waste shall be kept only in sanitary containers and shall not be dumped upon any other lot in the subdivision. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property.

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.

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 right-of-way lines extended and a line connecting them at points thirty (30) feet from the intersection of the right-of-way lines.

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

16. Off-Street Parking and Cul-de-Sac Parking: No travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, motorbikes, trail bikes, snowmobiles, trucks, campers, motor homes, motorcycles, lawn care equipment or like vehicles or items shall be kept on the lot or anywhere in the subdivision and its additions, parking, cul-de-sac parking or common areas, except within the owner's enclosed garage.

17. 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. Driveways between public walk and residence must be paved with concrete and shall be the responsibility of the Lot owner to maintain. The maintenance or construction of any road, street, driveway or other means of ingress and egress across Lot 123 shall be the responsibility of the owner of Lot 123 exclusively.

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

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. If the lot owner fails to do so the Architectural Control Committee may cause weeds to be cut and a lien may be filed against the property for weed mowing. Lot owners shall endeavor to keep lots clean of debris and waste materials so as to preserve a neat appearance in the subdivision. All lawns shall be well maintained and grass shall be kept mowed to a height of five (5) inches or less. All empty lots shall be well maintained and grass shall be kept mowed to a height of twelve (12) inches or less.

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 restriction, condition, covenant, reservation lien or charge.

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 violation or to recover damages. The Homeowner's Association shall also have the power to seek appropriate remedy for the enforcement of these covenants.

22. Authority to Release Rights: The owners of legal sites in Prairie Crossing First Subdivision, shall have the authority at any time to release all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area upon affirmative vote of 75% of such sites and upon the recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such restrictions, conditions, covenants, reservations, liens, or charges shall no longer be required under the provisions herein set forth.

Notwithstanding any provision herein to the contrary, covenants 4, 5, 6, 15, 16, 17, 22, 24, 25, 28, 29, 30, 31 and 32 shall not be altered or released without the written approval of the Board of Trustees of the Village of Mahomet, Illinois.

23. Homeowner's Association: All lot owners shall become members of the Prairie Crossing Homeowner's Association, a not-for-profit corporation to be organized by Owner under the laws of the State of Illinois. All lot owners agree to accept membership in said Association and to abide and be bound by the Articles of Incorporation, By-laws and reasonable rules and regulations of said Association and to maintain membership therein so long as such lot ownership is retained. The Owners shall be responsible for creating the association at Owner's cost.

Each owner-member shall be subject to assessment for annual dues to the Association not to exceed One Hundred Fifty Dollars (\$150) unless a larger amount is approved by the owners of 75% of the lots, each lot having one vote. The Owner of Lot 123 shall be a member of the Association only as to the maintenance of the pond and berm located on lot 122 and shall pay a pro-rata share of the costs of the maintenance of Lot 122, not to exceed \$75 per year per unit located on Lot 123. No special assessments shall apply to the Owner of Lot 123 unless the special assessment will be exclusively allocated to the maintenance, repair, renovation, replacement or enhancement of Lot 122. The rights of membership are subject to the payment when due of annual and special assessments levied by the Association. The obligation of assessments is imposed against each owner of and becomes a lien upon said owner's land in

Prairie Crossing Subdivision against which such assessments are made. Defaulting members shall be liable to the Association for all costs and expenses, including attorney's fees and collection fees, incurred by the Association in collecting unpaid assessments. The Association is granted full authority to enforce the foregoing provisions. With respect to future Phases of Prairie Crossing Subdivision, it is understood that no new associations shall be formed but that each owner-member shall be deemed to have been accepted in the Homeowner's Association and shall abide by and be bound thereto.

The Developer shall provide a subdivision sign on either Lot 121 or 122 and it shall become the responsibility of the Homeowner's Association to repair, pay utilities, and otherwise maintain said signage.

24. Pond, Stormwater Detention Facilities and Common Areas:

- a. The Pond and Common Areas located in the subdivision shall be a part of the subdivision, the responsibility of the Homeowner's Association to maintain and will be included in the land turned over to the Homeowner's Association by the Owner.
- b. The maintenance of any Subdivision entry signage and any landscaping thereon shall be the responsibility of the Homeowner's Association.
- c. The Homeowner's Association shall be responsible for maintenance of the Stormwater Detention Facilities, shown as Lots 101 and 122 on the recorded Plat, to keep them functioning properly and in a state of good maintenance at all times. Each Lot shall be subject to assessment as established by the Homeowner's Association as the contribution of each Lot owner to the costs of the maintenance of the Stormwater Detention Facilities except as to the Lot Owner of lot 123, as delineated herein.
- d. It is specifically understood and agreed that there will be Commons Areas, shown as Lots 101, 121 and 122 on the recorded Plat and the same shall be available for usage by all lot owners and their respective guests. Said Commons area shall be maintained by the Homeowner's Association and its successors in interest and assigns. Each lot shall be subject to assessment of an equal amount for each lot, as the contribution of each lot owner to such common area maintenance. Common Areas access easements are granted to all lot owners and drainage easements, utility easements and stormwater detention facility easements are granted to the public for drainage, utility and stormwater purposes commensurate with the Common Areas.

25. Term and Amendments: Except as provided in Paragraphs 25 and 26, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded. After such time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a person or persons then owning a majority of the platted lots in Prairie Crossing First Subdivision has been recorded, agreeing to change said covenants in whole

or in part. Approval of any such change is reserved to the Board of Trustees of the Village of Mahomet, Illinois in accord with the provisions of Paragraph 22.

26. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or charges herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof, shall be thereby affected or impaired.

27. Satellite Dishes, Antennas and Other Equipment: No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently, without having obtained the prior written consent of the Architectural Control Committee. Television antennas may be attached to structures; however, the location thereof shall be restricted to the rear of the ridgeline or centerline of the roof so as to be hidden from sight to the greatest extent possible when viewed from the fronting street. TV reception dishes over two feet in diameter shall not be allowed.

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

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

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

31. Access Control. Certain of the lots in said subdivision are subject to access control by vehicles. Said locations are identified on the recorded plat as "Vehicle Access Control" (AC). No driveways for vehicular access onto public streets shall be constructed in these locations.

32. Common Elements. As to the dwellings located on lots 105A thru 120B;

- a. Where there are any common walls between lots or dwelling units, the owner of each lot or dwelling unit shall own to the center of any common wall. Each owner shall do nothing to disturb the right of use of any other owner to any such common walls. A valid easement is hereby declared and established for the benefit of each lot owner to enter and temporarily occupy a reasonable portion of the adjacent lot where there are any common walls, for the purpose of maintenance of his unit, provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent lot by its owner. Each common wall shall be constructed in a manner which complies with the standards for common wall construction as established by the BOCA building code of 1990; must have a minimum fire resistance rating of two hours; and must extend into and thru the attic area beneath the roof, separating the attic into two separate spaces.

- b. In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any units, any part thereof encroaches or shall thereafter encroach upon any part of any unit or Lot, or if by reason of the ducts or conduits serving more than one unit encroach or shall hereinafter encroach upon any part of any unit or Lot, valid easements for the use and maintenance of the encroachment are hereby established for so long as all or any part of the building containing the same remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurred as a result of the willful conduct of said owner. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.
- c. All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two dwelling units shall at all time be considered party walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:
1. No owner nor any successor in interest shall have the right to extend said party wall in any manner, either in length, height, or thickness.
 2. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.
 3. The foregoing provisions of this article notwithstanding, the owner of any dwelling unit or other interested party, shall retain the right

to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willfull acts or omissions.

4. In the event of damage or destruction by fire or other casualty of any dwelling unit or any portion thereof, the owner or owners from time to time of any such dwelling unit covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such dwelling unit, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the dwelling unit(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt. In the event of the total or substantial destruction of all the dwelling units in a dwelling structure, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be substantially similar in architectural design to the original building structure and shall be constructed of comparable materials.
5. In the event that any owner shall fail, after a reasonable time, after damage or destruction, to perform the necessary repair or rebuilding, the owner(s) of the remainder of the dwelling structure shall, in the manner described in Section 32 (I) of these covenants be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as may be chosen by such owner(s). Such owner(s) shall have and are hereby given a continuing lien on that dwelling unit on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:
 - a. The cost of such repairs or rebuilding;
 - b. Interest at the prime rate of any national bank in Champaign County as in effect from time to time from the date of payment of such costs; and
 - c. Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith, which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees, and assignees. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such owner(s) described in this subsection shall be

subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

- d. Every unit owner shall purchase and maintain in effect an insurance policy insuring the building structure for the full insurable replacement cost thereof against loss by fire and other casualty. In the event a single insurance policy is not purchased for the building, each owner shall at all times keep his respective dwelling unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other unit owners of the building structure as additional insureds under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner shall upon request from another owner in the same structure deliver to said other owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.

Each lot owner shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any dwelling unit which will increase the premium rate of insurance on the dwelling structure applicable for residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of the law.

- e. Collectively the owners of each ~~two-unit dwelling~~ structure shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs, gutters, and down spouts as is made necessary and desirable as a result of the natural and ordinary wear and/or deterioration thereof. The responsibility for such maintenance work shall be borne in accordance with the following procedures:

1. PAINTING -- Upon a decision being made by the majority of the dwelling unit owners that a particular dwelling structure needs repainting, bids shall be secured for the specified painting and the bidders shall be required to allocate to each separate unit the portion of the painting expenses allocable to such dwelling unit. The owner of each dwelling unit shall pay his share of the lowest accepted bid for such painting work, including labor and materials. The owner of a particular dwelling unit may perform his own painting work provided it is in conformity with the repainting plan adopted by the majority and provided further that he do such work at the same time as the work is being performed upon the remainder of the dwelling structure and that he perform such work in a reasonable and workmanlike manner. The cost allocation is made in this manner due to the circumstance of each unit varying

in size from other units, some being one story and some being two story, and all units having different areas of exterior surface requiring painting.

2. ROOF MAINTENANCE -- Each owner shall be responsible for keeping the roof over his dwelling unit in good condition for the benefit of all dwelling units. In the event a decision is made, as provided hereunder, for the installation of a new roof, each dwelling unit owner shall contribute to the cost thereof in the proportion of his total roof area to the total roof area of the dwelling structure.
 3. GUTTERS AND DOWN SPOUTS -- Each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters or down spouts of each building structure.
 4. EXTERIOR WALLS AND FOUNDATION -- Each dwelling unit owner shall be responsible for maintaining in a good condition all exterior walls and foundations located upon his dwelling parcel.
 5. It is recognized that good maintenance of the entire building structure is necessary for the enjoyment of each building unit therein and, accordingly, each owner is expressly given the right to enforce the above obligations as herein provided in these covenants.
- f. The owner of each dwelling unit shall be responsible for the maintenance and/or repair of all of his or her dwelling unit that is not specifically designated as a collective responsibility of the owners of the building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.

The owner of an individual dwelling unit shall not change the exterior appearance of his unit except with the prior approval of the majority of the dwelling unit owners in his particular dwelling structure. It is the purpose and intent of this covenant to enhance the overall appearance of the dwelling structure in accordance with the desires of owners holding a majority interest therein.

- g. For the purpose of making decisions with respect to collective exterior maintenance of each dwelling structure, repair, rebuilding, insurance coverage, maintenance, etc., as provided herein, the owner or owners of each dwelling parcel/lot upon which a portion of such dwelling structure is located shall have one vote in making such determination. For example, on each two-unit structure, there will be two votes available to the respective owners. In the event the two owners cannot agree, such owners shall

mutually select a third person to act in making such determination. In the event they cannot mutually agree upon such third person, any Champaign County Circuit or Associate Judge shall be qualified to name such third person, upon petition by any owner.

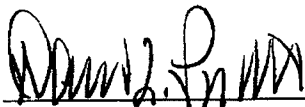
All decisions shall, therefore, be by majority vote of such persons and such decisions shall be binding upon all owners of such building structure. In the event that a lot is owned by a corporation, partnership, trust, or other legal entity, other than a natural person or persons, then the person so designated by such entity shall be eligible to exercise such voting rights. In the event there is more than one owner of a single dwelling unit, the vote shall be accordingly split.

- h. In the event that a dwelling unit owner has failed to perform any obligations hereunder, the remaining unit owner(s) in the same dwelling structure may take action to enforce such obligation in the following manner:
 - 1. Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.
 - 2. If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the remaining dwelling unit owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these covenants. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.
 - 3. Notices hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.
 - 4. In the event any work is performed or caused to be performed by a dwelling unit owner upon another owner's unit pursuant to the terms of this covenant, and the failure of the owner to perform as required hereunder, the unit owner contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor, or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the owner(s) performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefor as provided under Covenant 24.

- i. It is the intent of these covenants to provide for and protect the cooperative aspect of ownership and the value, desirability and attractiveness of the dwelling structure. Accordingly, the covenants provided for hereunder are specifically designated as covenants running with the land. These covenants shall continue in full force and effect unless the same are amended by written instrument and recorded as provided above in covenant numbered 17.
- j. Each and every restriction as to said property is hereby declared subject and subordinate to the lien of any mortgage or deed of trust now or hereafter made or existing in good faith and for value, and these restrictions shall in no way restrict, impair, or defeat any right of sale contained in any such mortgage or deed of trust or the foreclosure of the same, provided however, that title to any property subject to these restrictions and obtained through sale under or foreclosure of any such mortgage or deed of trust shall thereafter be held subject to all provisions of these restrictions.

33. Future Development. It is understood that there is a remaining, 23.66 acres more or less to be developed and located adjacent to Prairie Crossing First Subdivision. The developer expressly reserves for the owners of lots in such future development,, the right and privilege to participate in the use of the Commons Areas and accordingly such lots shall be subject to assessment therefor.

IN WITNESS WHEREOF, this instrument has been executed by the owner of that tract of real estate included in Prairie Crossing First Subdivision this MAY 15, 2006, at Champaign, Illinois.

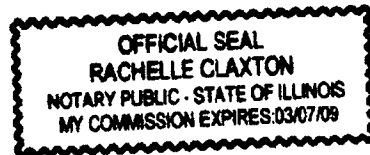


Prairie Crossing of Mahomet, LLC,
David L. Purgett, Member

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY, that David L. Purgett, Member of Prairie Crossing of Mahomet, LLC,
personally known to me to be the same person whose name is subscribed to the foregoing
instrument appeared before me this day in person and acknowledged that he signed, sealed and
delivered the said instrument as his free and voluntary act in the capacities and for the uses and
purposes therein set forth.

Given under my hand and Notarial Seal, March 15, 2006



Rachelle Claxton
NOTARY PUBLIC

Prepared by and Return To:
JEFFREY L. HAYS, ESQ.
Erwin, Martinkus & Cole, Ltd.
P.O. Box 1098
Champaign, IL 61824-1098
Phone: 217/351-4040
jeff.hays@erwinlaw.com

EXHIBIT A - LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN CHAMPAIGN COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 12, SAID POINT BEING AN IRON PIN PER MONUMENT RECORD DOCUMENT NUMBER 1987R03362 RECORDED IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE, THENCE NORTH 00 DEGREES 05 MINUTES 45 SECONDS EAST (BEARINGS BASED ON TRUE NORTH PER G.P.S. OBSERVATION) ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12 - 513.55 FEET; THENCE NORTH 69 DEGREES 16 MINUTES 53 SECONDS EAST - 45.56 FEET; THENCE 292.31 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 655.00 FEET WITH A CHORD DISTANCE OF 289.89 FEET, BEARING SOUTH 33 DEGREES 30 MINUTES 12 SECONDS EAST AND A CENTRAL ANGLE OF 25 DEGREE 34 MINUTES 10 SECONDS; THENCE 90.75 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 345.00 FEET WITH A CHORD DISTANCE OF 90.49 FEET, BEARING SOUTH 38 DEGREES 45 MINUTES 10 SECONDS EAST AND A CENTRAL ANGLE OF 15 DEGREE 04 MINUTES 15 SECONDS; THENCE NORTH 58 DEGREES 46 MINUTES 58 SECONDS EAST - 185.00 FEET; THENCE 48.26 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 530.00 FEET WITH A CHORD DISTANCE OF 48.24 FEET, BEARING NORTH 33 DEGREES 49 MINUTES 33 SECONDS WEST AND A CENTRAL ANGLE OF 5 DEGREE 13 MINUTES 02 SECONDS; THENCE NORTH 66 DEGREES 46 MINUTES 52 SECONDS EAST - 118.90 FEET; THENCE NORTH 78 DEGREES 26 MINUTES 49 SECONDS EAST - 76.85 FEET; THENCE NORTH 87 DEGREES 13 MINUTES 02 SECONDS EAST - 102.35 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST - 340.69 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 07 SECONDS EAST - 20.09 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 53 SECONDS EAST - 185.00 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 07 SECONDS WEST - 488.73 FEET; THENCE NORTH 47 DEGREES 41 MINUTES 42 SECONDS WEST - 646.25 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE - 595.14 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE SOUTH 0 DEGREES 01 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 - 1327.12 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 - 1321.05 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 16.634 ACRES, MORE OR LESS.

**COUNTY CLERK
TAX CERTIFICATE**

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

I **THE UNDERSIGNED,**
County Clerk of 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 CROSSING FIRST SUBDIVISION

MAHOMET TOWNSHIP

CHAMPAIGN COUNTY,

ILLINOIS

Legal Description: **See Attached Exhibit "A"**

PIN: 15-13-12-351-004
 15-13-12-351-003
 15-13-12-351-002

Given under my hand and seal this 15th day of March, 2006.



Mark Sholder

Champaign County Clerk

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**VILLAGE TREASURER'S
CERTIFICATE**

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)
)
VILLAGE OF MAHOMET)

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

PRAIRIE CROSSING FIRST SUBDIVISION

MAHOMET TOWNSHIP

CHAMPAIGN COUNTY,

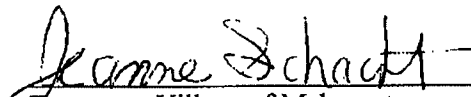
ILLINOIS

Legal Description: **See Attached Exhibit "A"**

PIN: 15-13-12-351-004
15-13-12-351-003
15-13-12-351-002

Given under my hand and seal this 15 day of March, 2006.

(SEAL)



Treasurer, Village of Mahomet
Champaign County, Illinois

EXHIBIT A - LEGAL DESCRIPTION

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**SCHOOL DISTRICT
STATEMENT**

Pursuant to Public Act
Number 286, 765 ILCS
205/1.005, Prairie

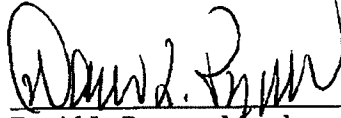
Crossing of Mahomet, LLC, owner of
the following described tract of land:

**Prairie Crossing First Subdivision
Village of Mahomet
Mahomet, Illinois
Champaign County, Illinois**

more particularly described on the attached Exhibit "A",

do hereby state that to the best of my knowledge the aforesaid subdivision lies in the
Mahomet-Seymour School District #3.

IN WITNESS WHEREOF, the undersigned has executed this School District Statement
this 15 day of MARCH, 2006.



David L. Purgett, Member


STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS

I, the undersigned, a Notary Public for said County and said State aforesaid, do hereby certify
that David L. Purgett, Member, personally known to me to be owner of Prairie Crossing
Subdivision, and personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and severally acknowledged that as such
owner of said subdivision, he signed and delivered the instrument as his free and voluntary act, for
the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15 day of March, 2006.

(SEAL)





Notary Public

PREPARED BY AND RETURN TO:

Jeffrey L. Hays
Erwin, Martinkus & Cole, Ltd.
411 W. University Avenue
Champaign, Illinois 61820
Phone: 217-351-4040
Fax: 217-351-4314
email: jeff.hays@erwinlaw.com

EXHIBIT A - LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN CHAMPAIGN COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 12, SAID POINT BEING AN IRON PIN PER MONUMENT RECORD DOCUMENT NUMBER 1987R03362 RECORDED IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE, THENCE NORTH 00 DEGREES 05 MINUTES 45 SECONDS EAST (BEARINGS BASED ON TRUE NORTH PER G.P.S. OBSERVATION) ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12 - 513.55 FEET; THENCE NORTH 69 DEGREES 16 MINUTES 53 SECONDS EAST - 45.56 FEET; THENCE 292.31 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 655.00 FEET WITH A CHORD DISTANCE OF 289.89 FEET, BEARING SOUTH 33 DEGREES 30 MINUTES 12 SECONDS EAST AND A CENTRAL ANGLE OF 25 DEGREE 34 MINUTES 10 SECONDS; THENCE 90.75 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 345.00 FEET WITH A CHORD DISTANCE OF 90.49 FEET, BEARING SOUTH 38 DEGREES 45 MINUTES 10 SECONDS EAST AND A CENTRAL ANGLE OF 15 DEGREE 04 MINUTES 15 SECONDS; THENCE NORTH 58 DEGREES 46 MINUTES 58 SECONDS EAST - 185.00 FEET; THENCE 48.26 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 530.00 FEET WITH A CHORD DISTANCE OF 48.24 FEET, BEARING NORTH 33 DEGREES 49 MINUTES 33 SECONDS WEST AND A CENTRAL ANGLE OF 5 DEGREE 13 MINUTES 02 SECONDS; THENCE NORTH 66 DEGREES 46 MINUTES 52 SECONDS EAST - 118.90 FEET; THENCE NORTH 78 DEGREES 26 MINUTES 49 SECONDS EAST - 76.85 FEET; THENCE NORTH 87 DEGREES 13 MINUTES 02 SECONDS EAST - 102.35 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST - 340.69 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES 07 SECONDS EAST - 20.09 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 53 SECONDS EAST - 185.00 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 07 SECONDS WEST - 488.73 FEET; THENCE NORTH 47 DEGREES 41 MINUTES 42 SECONDS WEST - 646.25 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE NORTH 89 DEGREES 59 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE - 595.14 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE SOUTH 0 DEGREES 01 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 - 1327.12 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 - 1321.05 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 16.634 ACRES, MORE OR LESS.



**OAK VALLEY
LAND SURVEYING, L.L.C.**

R.R. 3 BOX 358H
SULLIVAN, ILLINOIS 61951

PHONE: (217) 797-5555
FAX: (217) 7297-5556

RECORDING AGENT DESIGNATION


State of Illinois)
) S.S.
County of Champaign)

I, James M. Whitkanack, Illinois Professional Land Surveyor number 3367, in accordance with PAB7-0705 (The Plat Act) do hereby designate:

Berns, Clancy and Associates
405 East Main St.
P.O. Box 755
Urbana, IL 61803-0755

As the recording agent for the Final Plat of Subdivision for "Prairie Crossing First Subdivision". A true copy of said plat has been retained by me to assure no changes have been made to said plat.

Dated this 30th day of MARCH, 2006



James M. Whitkanack
Illinois Professional Land Surveyor
No. 3367