

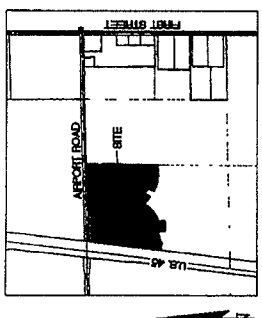
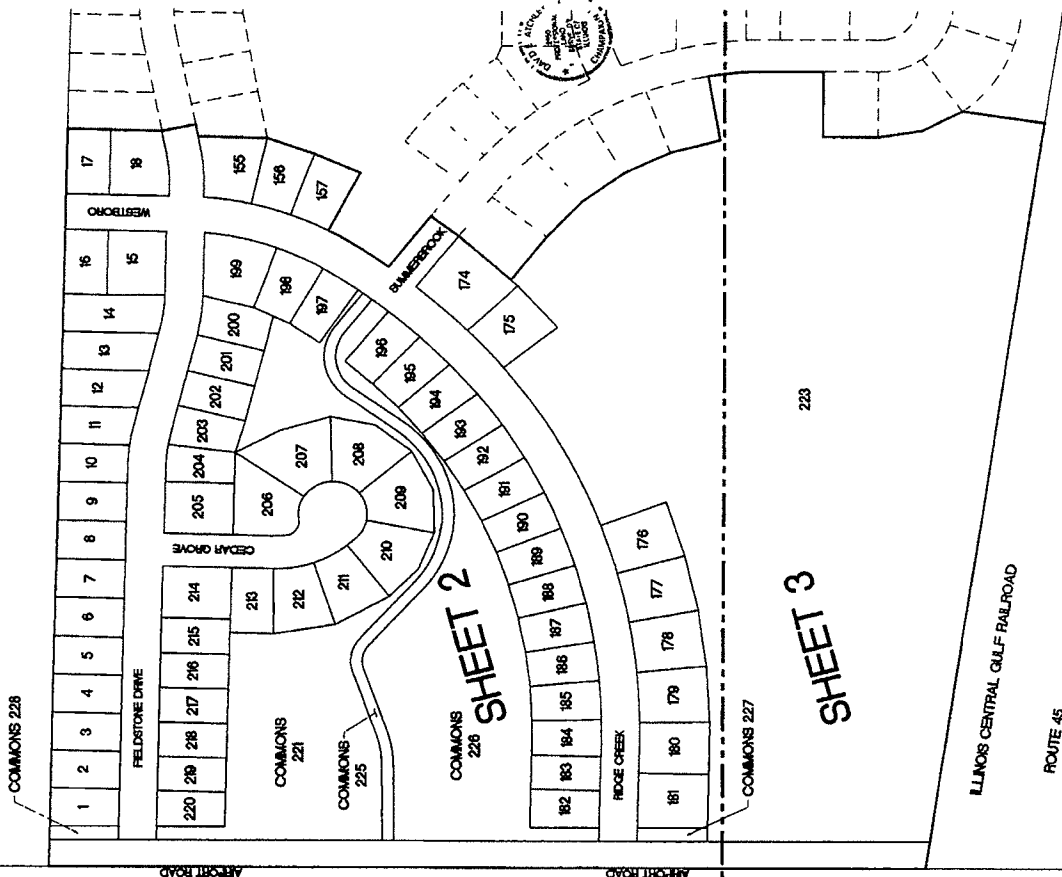
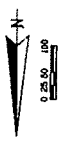
2007R16646  
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RECORDED ON 10 23 1944  
 CHAMPAIGN COUNTY  
 RECORDER  
 BARBARA A. FRASCA  
 82.00  
 REV FEE 10.00  
 PAGES 20

LEGEND  
 - Boundary of Plat  
 - Proposed lot line  
 - Future lot line  
 - Easement line  
 - Setback line  
 • Fenced lot  
 o 64.17' x 7.57' lot  
 o 38.0' x 35.0' lot  
 o 54' x 100' lot  
 o 54' x 100' lot  
 o 54' x 100' lot

FINAL PLAT  
 FIELDSTONE SUBDIVISION PHASE 1  
 A PART OF THE NW 1/4, SECTION 12, T8N, R8E OF THE 3rd P.M.  
 VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS

CHAMPAIGN COUNTY, ILLINOIS  
 PROFESSIONAL LAND SURVEYOR  
 201 S. SPRINGFIELD  
 CHAMPAIGN, ILLINOIS 61821-0140



VERIFICATION NOTES  
 1. Field work was completed for this project on June 14, 2006.  
 2. The subdivisions as located within 1/2 miles of the corporate limits of Savoy which are as depicted on the plat.  
 3. The boundaries of the subdivision are as shown on the plat.  
 4. All utility lines are shown as shown on the plat.  
 5. The plat is prepared in accordance with the current laws of the State of Illinois.  
 6. This plat is for the County of Champaign and is subject to any and all laws of that County.  
 7. The plat is subject to any and all laws of the State of Illinois.  
 8. The plat is subject to any and all laws of the State of Illinois.  
 9. The plat is subject to any and all laws of the State of Illinois.  
 10. The plat is subject to any and all laws of the State of Illinois.

1. David E. Alchey, being a Professional Land Surveyor, has caused a survey to be made of the land shown on this plat to be made and a Plat to be drawn and recorded in the Public Records of Champaign County Illinois.
2. A tract of land being part of the Northwest Quarter of Section 12, Township 18 North, Range 8 East of the Third Principal Meridian Champaign County Illinois, known as the 'Fieldstone' subdivision, is divided into lots as shown on this plat.
3. The boundaries of the Northern Quarter of said Section 12, Township 18 North, Range 8 East of the Third Principal Meridian, Champaign County Illinois, known as the 'Fieldstone' subdivision, are as shown on this plat.
4. The boundaries of the Northern Quarter of said Section 12, Township 18 North, Range 8 East of the Third Principal Meridian, Champaign County Illinois, known as the 'Fieldstone' subdivision, are as shown on this plat.
5. The boundaries of the Northern Quarter of said Section 12, Township 18 North, Range 8 East of the Third Principal Meridian, Champaign County Illinois, known as the 'Fieldstone' subdivision, are as shown on this plat.
6. The boundaries of the Northern Quarter of said Section 12, Township 18 North, Range 8 East of the Third Principal Meridian, Champaign County Illinois, known as the 'Fieldstone' subdivision, are as shown on this plat.
7. The boundaries of the Northern Quarter of said Section 12, Township 18 North, Range 8 East of the Third Principal Meridian, Champaign County Illinois, known as the 'Fieldstone' subdivision, are as shown on this plat.
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9. The boundaries of the Northern Quarter of said Section 12, Township 18 North, Range 8 East of the Third Principal Meridian, Champaign County Illinois, known as the 'Fieldstone' subdivision, are as shown on this plat.
10. The boundaries of the Northern Quarter of said Section 12, Township 18 North, Range 8 East of the Third Principal Meridian, Champaign County Illinois, known as the 'Fieldstone' subdivision, are as shown on this plat.

For such areas who desires to locate the line of road used in subdividing a lot into lots, the original plat and other areas into which said lots have been subdivided and have numbered the lot which contains the same. It is further stated that the boundaries of the lots shown on this plat have been surveyed and shown placed survey monuments or shown on the plat and the Subdivision is shown on the plat. The plat is subject to any and all laws of the State of Illinois.  
 David E. Alchey  
 Professional Land Surveyor No. 2700  
 License Expires 11/30/06  
 Survey/Drawer  
 Fieldstone Subdivision LLC  
 Fieldstone Subdivision, LLC  
 David E. Alchey  
 David E. Alchey  
 David E. Alchey



Deming Statement  
 I, the undersigned, being a duly qualified Professional Land Surveyor, have caused a survey to be made and a Plat to be drawn and recorded in the Public Records of Champaign County Illinois.  
 David E. Alchey  
 Professional Land Surveyor No. 2700  
 License Expires 11/30/06  
 Survey/Drawer  
 Fieldstone Subdivision, LLC  
 Fieldstone Subdivision, LLC  
 David E. Alchey  
 David E. Alchey  
 David E. Alchey

SHEET 3

SHEET 2

ROUTE 45

ILLINOIS CENTRAL GULF RAILROAD

ROUTE 45

Fieldstone Subdivision, LLC Professional Land Surveyor License No. 2700 Expires 11/30/06
David E. Alchey Professional Land Surveyor License No. 2700 Expires 11/30/06
Fieldstone Subdivision, LLC Professional Land Surveyor License No. 2700 Expires 11/30/06
David E. Alchey Professional Land Surveyor License No. 2700 Expires 11/30/06
Fieldstone Subdivision, LLC Professional Land Surveyor License No. 2700 Expires 11/30/06
David E. Alchey Professional Land Surveyor License No. 2700 Expires 11/30/06



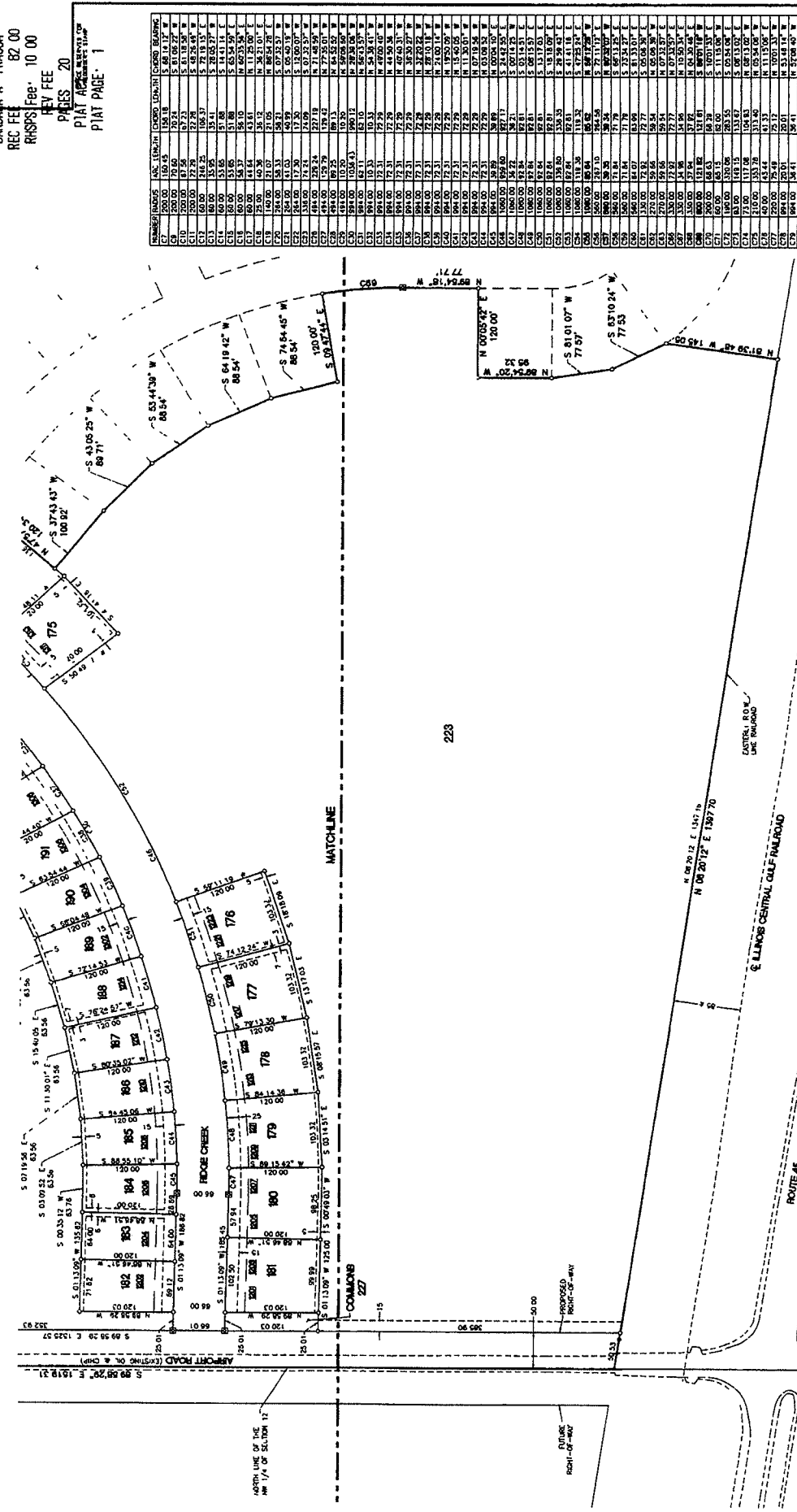
The final plat and the original subdivision plat is now returned to the Illinois State Board of Survey (SBS) by the Professional Land Surveyor (PLS) who prepared the plat.  
 David E. Alchey  
 Professional Land Surveyor  
 License Expires 11/30/06

Signed and sworn to before me this 27th day of July, 2007.  
 David E. Alchey  
 Professional Land Surveyor No. 2700  
 License Expires 11/30/06  
 Survey/Drawer  
 Fieldstone Subdivision, LLC

Final Plat Approved  
 The final plat and the original subdivision plat is now returned to the Illinois State Board of Survey (SBS) by the Professional Land Surveyor (PLS) who prepared the plat.  
 David E. Alchey  
 Professional Land Surveyor  
 License Expires 11/30/06



RECORDED ON 10.23 19AM  
 2007R16646  
 CHAMPAIGN COUNTY RECORDER  
 BARBARA A FRASCA  
 REC FEE \$27.00  
 RHPSPS Fee 10.00  
 REV FEE  
 PAGES 20  
 PLAT PAGE 1



LINE NO.	BEARING	DISTANCE	AREA	CHORD BEARING	CHORD DISTANCE
1	S 81.01 07' W	120.00		S 81.01 07' W	120.00
2	S 81.01 07' W	120.00		S 81.01 07' W	120.00
3	S 81.01 07' W	120.00		S 81.01 07' W	120.00
4	S 81.01 07' W	120.00		S 81.01 07' W	120.00
5	S 81.01 07' W	120.00		S 81.01 07' W	120.00
6	S 81.01 07' W	120.00		S 81.01 07' W	120.00
7	S 81.01 07' W	120.00		S 81.01 07' W	120.00
8	S 81.01 07' W	120.00		S 81.01 07' W	120.00
9	S 81.01 07' W	120.00		S 81.01 07' W	120.00
10	S 81.01 07' W	120.00		S 81.01 07' W	120.00
11	S 81.01 07' W	120.00		S 81.01 07' W	120.00
12	S 81.01 07' W	120.00		S 81.01 07' W	120.00
13	S 81.01 07' W	120.00		S 81.01 07' W	120.00
14	S 81.01 07' W	120.00		S 81.01 07' W	120.00
15	S 81.01 07' W	120.00		S 81.01 07' W	120.00
16	S 81.01 07' W	120.00		S 81.01 07' W	120.00
17	S 81.01 07' W	120.00		S 81.01 07' W	120.00
18	S 81.01 07' W	120.00		S 81.01 07' W	120.00
19	S 81.01 07' W	120.00		S 81.01 07' W	120.00
20	S 81.01 07' W	120.00		S 81.01 07' W	120.00
21	S 81.01 07' W	120.00		S 81.01 07' W	120.00
22	S 81.01 07' W	120.00		S 81.01 07' W	120.00
23	S 81.01 07' W	120.00		S 81.01 07' W	120.00
24	S 81.01 07' W	120.00		S 81.01 07' W	120.00
25	S 81.01 07' W	120.00		S 81.01 07' W	120.00
26	S 81.01 07' W	120.00		S 81.01 07' W	120.00
27	S 81.01 07' W	120.00		S 81.01 07' W	120.00
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30	S 81.01 07' W	120.00		S 81.01 07' W	120.00
31	S 81.01 07' W	120.00		S 81.01 07' W	120.00
32	S 81.01 07' W	120.00		S 81.01 07' W	120.00
33	S 81.01 07' W	120.00		S 81.01 07' W	120.00
34	S 81.01 07' W	120.00		S 81.01 07' W	120.00
35	S 81.01 07' W	120.00		S 81.01 07' W	120.00
36	S 81.01 07' W	120.00		S 81.01 07' W	120.00
37	S 81.01 07' W	120.00		S 81.01 07' W	120.00
38	S 81.01 07' W	120.00		S 81.01 07' W	120.00
39	S 81.01 07' W	120.00		S 81.01 07' W	120.00
40	S 81.01 07' W	120.00		S 81.01 07' W	120.00
41	S 81.01 07' W	120.00		S 81.01 07' W	120.00
42	S 81.01 07' W	120.00		S 81.01 07' W	120.00
43	S 81.01 07' W	120.00		S 81.01 07' W	120.00
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46	S 81.01 07' W	120.00		S 81.01 07' W	120.00
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48	S 81.01 07' W	120.00		S 81.01 07' W	120.00
49	S 81.01 07' W	120.00		S 81.01 07' W	120.00
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51	S 81.01 07' W	120.00		S 81.01 07' W	120.00
52	S 81.01 07' W	120.00		S 81.01 07' W	120.00
53	S 81.01 07' W	120.00		S 81.01 07' W	120.00
54	S 81.01 07' W	120.00		S 81.01 07' W	120.00
55	S 81.01 07' W	120.00		S 81.01 07' W	120.00
56	S 81.01 07' W	120.00		S 81.01 07' W	120.00
57	S 81.01 07' W	120.00		S 81.01 07' W	120.00
58	S 81.01 07' W	120.00		S 81.01 07' W	120.00
59	S 81.01 07' W	120.00		S 81.01 07' W	120.00
60	S 81.01 07' W	120.00		S 81.01 07' W	120.00
61	S 81.01 07' W	120.00		S 81.01 07' W	120.00
62	S 81.01 07' W	120.00		S 81.01 07' W	120.00
63	S 81.01 07' W	120.00		S 81.01 07' W	120.00
64	S 81.01 07' W	120.00		S 81.01 07' W	120.00
65	S 81.01 07' W	120.00		S 81.01 07' W	120.00
66	S 81.01 07' W	120.00		S 81.01 07' W	120.00
67	S 81.01 07' W	120.00		S 81.01 07' W	120.00
68	S 81.01 07' W	120.00		S 81.01 07' W	120.00
69	S 81.01 07' W	120.00		S 81.01 07' W	120.00
70	S 81.01 07' W	120.00		S 81.01 07' W	120.00
71	S 81.01 07' W	120.00		S 81.01 07' W	120.00
72	S 81.01 07' W	120.00		S 81.01 07' W	120.00
73	S 81.01 07' W	120.00		S 81.01 07' W	120.00
74	S 81.01 07' W	120.00		S 81.01 07' W	120.00
75	S 81.01 07' W	120.00		S 81.01 07' W	120.00
76	S 81.01 07' W	120.00		S 81.01 07' W	120.00
77	S 81.01 07' W	120.00		S 81.01 07' W	120.00
78	S 81.01 07' W	120.00		S 81.01 07' W	120.00
79	S 81.01 07' W	120.00		S 81.01 07' W	120.00
80	S 81.01 07' W	120.00		S 81.01 07' W	120.00
81	S 81.01 07' W	120.00		S 81.01 07' W	120.00
82	S 81.01 07' W	120.00		S 81.01 07' W	120.00
83	S 81.01 07' W	120.00		S 81.01 07' W	120.00
84	S 81.01 07' W	120.00		S 81.01 07' W	120.00
85	S 81.01 07' W	120.00		S 81.01 07' W	120.00
86	S 81.01 07' W	120.00		S 81.01 07' W	120.00
87	S 81.01 07' W	120.00		S 81.01 07' W	120.00
88	S 81.01 07' W	120.00		S 81.01 07' W	120.00
89	S 81.01 07' W	120.00		S 81.01 07' W	120.00
90	S 81.01 07' W	120.00		S 81.01 07' W	120.00
91	S 81.01 07' W	120.00		S 81.01 07' W	120.00
92	S 81.01 07' W	120.00		S 81.01 07' W	120.00
93	S 81.01 07' W	120.00		S 81.01 07' W	120.00
94	S 81.01 07' W	120.00		S 81.01 07' W	120.00
95	S 81.01 07' W	120.00		S 81.01 07' W	120.00
96	S 81.01 07' W	120.00		S 81.01 07' W	120.00
97	S 81.01 07' W	120.00		S 81.01 07' W	120.00
98	S 81.01 07' W	120.00		S 81.01 07' W	120.00
99	S 81.01 07' W	120.00		S 81.01 07' W	120.00
100	S 81.01 07' W	120.00		S 81.01 07' W	120.00

Recorder's Office  
 101 West Kentucky, Suite 303  
 Champaign, Illinois 61710-1410  
 Phone: 217/244-3100  
 Fax: 217/244-3101  
 Project Number: 2022-0001

Date: 10/23/2007  
 Sheet: 3 of 3

20/1



2007R16646

RECORDED ON  
06/28/2007 10:23:19AM

CHAMPAIGN COUNTY  
RECORDER

BARBARA A. FRASCA

REC FEE: 82.00

RHSPS Fee: 10.00

REV FEE:

PAGES 20

PIAT ACT:

PIAT PAGE: 1

**FIELDSTONE SUBDIVISION**  
**OWNERS CERTIFICATE AND DEDICATION**  
**WITH**  
**RESTRICTIVE COVENANTS**

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF CHAMPAIGN )

**OWNER'S CERTIFICATE**

FIELDSTONE SUBDIVISION, L.L.C., an Illinois Limited Liability Company, their successors and assigns, being the legal owner (herein the "Owner") of the real estate described in the surveyor's certificate on the face of the annexed plat for Fieldstone Subdivision, Village of Savoy, Champaign County, Illinois, (herein the "Plat"), has caused the same to be surveyed by David E. Atchley of HDC Engineering, Illinois Professional Land Surveyor No 2950, 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.

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 attorney fees.

The owners of easement rights granted hereunder hereby indemnify, hold harmless, and defend Owner, its successors and assigns, and the lot owners against any and all claims, suits, or damages (including court costs and reasonable attorney fees incurred by the indemnified party) or 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 attorney fees) arising or resulting from or in any way connected with the breach of the foregoing obligations by such owners of easement rights.

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

#### **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 Certificate shall, by adopting the above description of said Platted lands, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable:

#### **DEFINITIONS**

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

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

**Developer:** The developer is Fieldstone Subdivision, L.L.C., an Illinois Limited Liability Company, its successors or assigns, having a principal office at 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.

Duplex: A dwelling on any building site on Lots 61-68 and Lots 169-181 containing two Dwelling Units.

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 to be conveyed to and owned by the Fieldstone Homeowners' Association as defined by the Plat upon completion by the Developer of all required public improvements located in such Common Areas.

Fieldstone Subdivisions: Any and all subdivisions which belong to and are governed by the Fieldstone 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 2-7-07 and recorded 62807 in the Recorder's Office of Champaign County, Illinois, in Book \_\_\_\_\_ at Page \_\_\_\_\_ as Document No. 2007R16646 and all amendments thereto.

### **AREA OF APPLICATION**

The following covenants, in their entirety, shall apply to all Lots, except Lot 223 (which is that portion of the property which is zoned R-5) of Fieldstone Subdivision, Village of Savoy, Champaign County, Illinois.

### **COVENANTS**

1. Allowable Structures: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family unit on Lots 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, and other accessory buildings incidental to residential use of the premises.

No structure of a temporary character, trailer, basement, shack, garage, barn or other out-building shall be used on any lot as a residence at any time either temporarily or permanently.

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 Subdivision shall have the power by a duly recorded instrument to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

(b) Powers: It is the purpose of Architectural Control to promote the residential development of Fieldstone Subdivision and to enhance property values; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not benefit and enhance the residential development of the area, such approval however, shall not be unreasonably withheld.

The Architectural Control Committee shall have the power to increase or reduce side, front, and rear yard requirements, for purposes of these covenants, in the same percentages as variances are allowable by the Zoning Ordinance of the Village of Savoy, as amended from time to time. Notwithstanding the foregoing, any required variance under the Village of Savoy Zoning Ordinance 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) Approval by Architectural Control Committee: the Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the committee fails to approve or reject any plan or matter requiring approval within fifteen (15) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

(iii) Right of Inspection: During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control Committee, or any agent of such committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision, and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

(iv) Waiver of Liability:

(a) The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site.

(b) Neither the said committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for any loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said committee or any member thereof, or the present owner of said real estate.

(v) Constructive Evidence of Action by Architectural Control Committee: Any title company or person certifying guaranteeing, or insuring title to any building site, lot or parcel in such subdivision or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural control Committee and such certificate shall fully protect any purchaser or 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. 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 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 set back 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 6 foot side yard set back 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 Platt. 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. Duplex Construction Requirements and Easements: It is the intent of the Developer that a duplex be build on each building site in Lots 61-68 and Lots 169-181. Accordingly, until such time as a residence in constructed on such lots, both A and B lots for shall be conveyed together, and shall not have separate ownership until such time as a Dwelling Unit has been constructed on each lot and is acceptable for occupancy. Each pair of lots, A and B, shall be considered a building site for purposes of these Covenants.

During construction of a duplex on the building site located on each pair of lots referenced herein, the Owner shall construct a party wall on the centerline of each pair of lots. The Owner hereby reserves a six (6) foot wall maintenance easement down the center line of each pair of lots, said easement being three (3) feet on each side of the center line of such lots along the party wall of each lot owner for the purpose of maintaining and, in the event of damage or destruction to such wall, for the purpose of repairing and/or reconstructing such party wall. The easement created herein is 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 party walls, for the purpose of maintenance of his or her unit, provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent lot by its owner.

In the event that by reason of construction, settlement, or shifting of the buildings, or the design and/or construction of any dwelling units, any part thereof encroaches or shall thereafter encroach upon any part of any dwelling unit or lot, or if the ducts or conduits serving more than one unit encroach or wall 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 remain 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 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 be in whole or in part within the unit boundaries of lot lines.

7. 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 plat two (2) two-inch (2") diameter hardwood trees in the front yard. In addition to the foregoing, the owner of a corner lot shall sod the yard adjacent to both streets to the front of the house.

8. 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 used

or reclaimed material be employed with pre-assembled interior wall treatment, excepting ordinary drywall constructed with joints taped on the site. Accessory buildings shall not be erected, constructed or maintained prior to the erection or the construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

9. 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.

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

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

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

13. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage 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 13, the Fieldstone Homeowners' Association may give said lot owner written notice requesting cure of said violation, In the event the lot owner fails to cure said violation within fifteen (15) days of the date of the written notice, The Homeowners' Association shall have the right to 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 Homeowners' Association pursuant thereto.

14. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected. In the event the lot owner fails to comply with the provisions of this paragraph 14, the Fieldstone Homeowners' Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within fifteen (15) days of the date of the written notice, the Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charge as well as administrative and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.

15. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (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.

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

17. Off-Street Parking: All property owners shall provide and use at all times off-street parking for the number of automobiles in use by the owner or resident on the property. Garages must be provided for not less than two (2) automobiles in use by the residents on the property. All property owners or residents in Fieldstone Subdivision owning or possessing trucks, trailers, campers, boats, motorcycles, motor homes, or any type of recreational vehicle which they desire to park in the subdivision shall provide and use an enclosed garage for the storage of such vehicle.

18. 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 Villages Ordinances, and must comply with such Ordinances.

19. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Weeds on vacant lots shall be cut at minimum between May 1 and May 15 June 15 and June 30, and again between September 1 and September 15 of each year. If the lot owner fails to do so, the Architectural Control Committee or Fieldstone Homeowners' Association may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed the actual cost of completion plus twenty percent (20%) of the cost for handling charges.

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

21. Term: Unless amended as provided in Paragraph 23, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Each lot owner, the Owner, and the Fieldstone

Homeowners' Association shall have standing to enforce these restrictive covenants. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

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

23. Authority to Amend or Release Covenants: The owners of legal title of record of seventy-five percent (75%) of the building sites in 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, 6, 10, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 27, 28, 29, and 31 shall not be released or amended without the specific written approval of the Board of Trustees of the Village of Savoy, which covenants the Village of Savoy shall have standing to enforce. Further, the Developer shall have the right to record an amendment to this Owner's Certificate and Restrictive Covenants to correct any technical errors within sixty days of the date of recording of the Plat of Subdivision with the Champaign County Recorder's Office, provided the Developer receives the written consent of the Village of Savoy.

24. Homeowners' Association: It is understood that the Fieldstone Homeowners' Association has been incorporated, and all association fees for each lot will be paid by the lot owner. The owners of Lots in Fieldstone Subdivision agree to accept membership in said Association and to be bound by the rules and regulations of said Association and to maintain membership therein so long as such ownership is retained.

A primary purpose of said Association will be to provide for the ownership, development and maintenance and upkeep of the common areas and storm water detention basins of Fieldstone Subdivisions, as well as any under drains and appurtenances constructed within such subdivisions. Lots 221, 222 and 224 and all other common areas in Fieldstone Subdivision shall be conveyed by the Developer to the Homeowners' Association after recording of the plat of subdivision for Fieldstone Subdivision, and the Homeowners' Association shall be responsible for maintaining such 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 Subdivision shall be a flat fee based on the total assessment attributable to Fieldstone Subdivision divided by the number of lots. Each lot owner shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

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

The Fieldstone 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 Subdivision shall be subject to the rules and regulations established by the Fieldstone Homeowners' Association and the use of common areas and common facilities which may be provided by the Developer from time to time shall be subject to the rules and regulations established by said Homeowners' Association.

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

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

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

26. Construction: During any period of construction or repair the lot owner responsible for such construction and repair shall maintain proper safety procedures, including appropriate construction barriers. Any construction use of easement areas for ingress and egress shall be minimized so as to not interfere with traffic and so as not to create offensive dust, debris, noise or fumes. Any damage to common areas or private lots, wherever located, caused by construction traffic shall be promptly repaired by the lot owner so as to place such damaged area in the condition which existed immediately prior to the construction period. If, during any phase of construction activities, disruptions occur which obstruct or otherwise negatively affect the traffic flow or activities of the other lot owners, the Architectural Control Committee may direct the lot owner to immediately cease and desist using the contractors or subcontractors causing said disruption and the lot owners shall promptly comply with such direction. Failure by such lot owner to comply shall entitle the Architectural 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.

27. Hazardous Waste: No lot owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective lot. Lot owners shall not do, nor allow anyone else to do, anything affecting their lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

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

As used in this paragraph 27, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and 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 27, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

28. Drainage and Lot Contour: The platted lots shall substantially retain their original contours and no excavation or filling shall be undertaken on any of the lots in the subdivision which substantially varies the contour of the lot as originally platted, except with the written permission of the Architectural 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.

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

30. Party Wall and Common Ownership Use Requirements: With respect to Lots 61-68 and Lots 169-181, both A and B, the owner of each lot and dwelling unit as constructed shall own to the center of any party wall. Accordingly, each owner shall do nothing to disturb the right of use of any other owner to any such party wall. Neither lot owner shall have the right to extend the party wall horizontally or vertically without the permission of the adjacent lot owner. All owners have an obligation to inhabit and use their respective dwelling unit in such manner so as not to impair the structural integrity of the party wall. The owner of a dwelling unit shall not change the exterior appearance of his or her unit except with the prior approval of the owner of the adjacent dwelling unit. It is the purpose and intent of this covenant to enhance the overall appearance to the entire duplex in accordance with the desires of both owners.

Collectively, the owners of each duplex shall be responsible for the maintenance, painting, repair or replacement of all exterior walls, including the foundations thereof, roofs, gutters, down spouts and common sanitary sewers, 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 born in accordance with the following procedures:

(a) 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 duplex.

(b) Gutters and Down Spouts: The owner of each dwelling unit shall contribute equally to defray the cost of any necessary maintenance, repair and/or replacement of all gutters and down spouts of each duplex.

(c) Exterior Walls and Foundations: The owner of each dwelling unit shall be responsible for maintaining in good condition all exterior walls and foundations located upon his dwelling parcel.

(d) Common Sanitary Sewers: Maintenance of common sanitary sewers is the collective responsibility of the owners of all dwelling units in a duplex and each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of the common sanitary sewer serving the dwelling structure. This provision shall not apply to required maintenance of the extension of the sanitary sewer line from the common line to an individual dwelling unit, the maintenance of which shall be the sole responsibility of the owner of such dwelling unit.

The owner of each dwelling unit shall maintain hazard insurance in an amount equal to one hundred percent (100%) of the replacement cost of the improvements currently constructed on each respective lot. No dwelling unit owner shall permit anything to be done or kept in his or her premises which would result in the cancellation of insurance on the duplex as a whole, or any part thereof, which would be in violation of any local, state or federal law.

31. Berm Restrictions affecting Lots: The Developer has constructed a landscaping berm which spans a portion of Lot 224 Commons Area. The owners of Lots shall not remove or destroy any portion of this berm located within their respective lots, and shall be responsible for maintaining the portion of the berm located within their respective lots.

(The remainder of this page intentionally left blank)



Dated at Champaign, Illinois, this 27 day of June 2007.

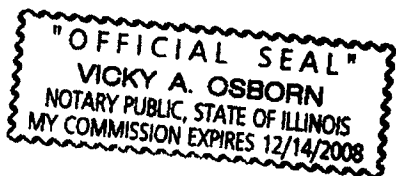
FIELDSTONE SUBDIVISION, L.L.C.,  
an Illinois Limited Liability Company

By: Russell H. Taylor, Manager  
RUSSELL H. TAYLOR, Manager

STATE OF ILLINOIS             )  
   ) SS  
COUNTY OF CHAMPAIGN )

I, Vicky A. Osborn, 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, L.L.C., 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 Limited Liability Company, as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 27 day of June, 2007.



Vicky A. Osborn  
Notary Public

VILLAGE TREASURE'S CERTIFICATE

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


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

FIELDSTONE SUBDIVISION  
ADDITION TO THE VILLAGE OF SAVOY  
CHAMPAIGN COUNTY, ILLINOIS

(See Attached Exhibit A - Plat of Survey)

PIN: 29-26-12-100-002

Given under my hand and seal this 20 day of June, 2007.

  
Treasurer, Village of Savoy  
Champaign County, Illinois

(SEAL)



STATE OF ILLINOIS        }  
  }  
COUNTY OF CHAMPAIGN    }

**CERTIFICATE OF COUNTY CLERK**


I, **MARK SHELDEN**, 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:

**Description:**        **See attached Exhibit A - Plat of Survey**

**PIN# :**        **29-26-12-100-002**

The (first, second, both) installment(s) of Revenue Year 2006 taxes are due and payable, but are not delinquent as of this date.

Given under my hand and seal of said Office this 28th day of June, A.D. 2007.

  
\_\_\_\_\_  
**Mark V. Shelden, County Clerk**  
**Champaign County, Illinois**





201 West Springfield Avenue, 3rd Floor  
PO Box 140  
Champaign, Illinois 61824-0140  
BUS 217.352.6976  
FAX 217.356.0570  
www.hdc-eng.com

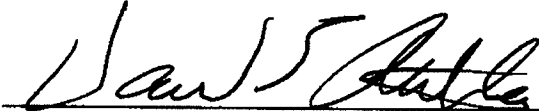
RECORDING AGENT DESIGNATION

STATE OF ILLINOIS            )  
  )  
COUNTY OF CHAMPAIGN    )

I, David E. Atchley, Illinois Professional Land Surveyor Number 2950, in accordance with PAB7-0705 (The Plat Act) do hereby designate a representative of the Village of Savoy or Associated Capital Title as the agent who may record "Fieldstone Subdivision Phase 1." A true copy of which has been retained by me to assure no changes have been made to said plat.

Champaign County, Illinois

Dated: June 25, 2007

  
\_\_\_\_\_  
David E. Atchley  
Illinois Professional Land Surveyor No. 2950  
License Expires 11/30/08



201



\* 2 0 0 7 R 1 6 6 4 6 2 0 \*

2007R16646

RECORDED ON  
06/28/2007 10:23:19AM  
CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA  
REC FEE: 82.00  
RHSPS Fee: 10.00  
REV FEE:  
PAGES 20  
PLAT ACT:  
PLAT PAGE: 1

*Recorder  
Champaign County  
Barbara A. Frasca*



Fieldstone Sub, Phase 1  
(title)

Date: 6/27/07

Instrument: Plat

Description: nw1/4 of 12-18-8

Return to: HDC  
352-6976

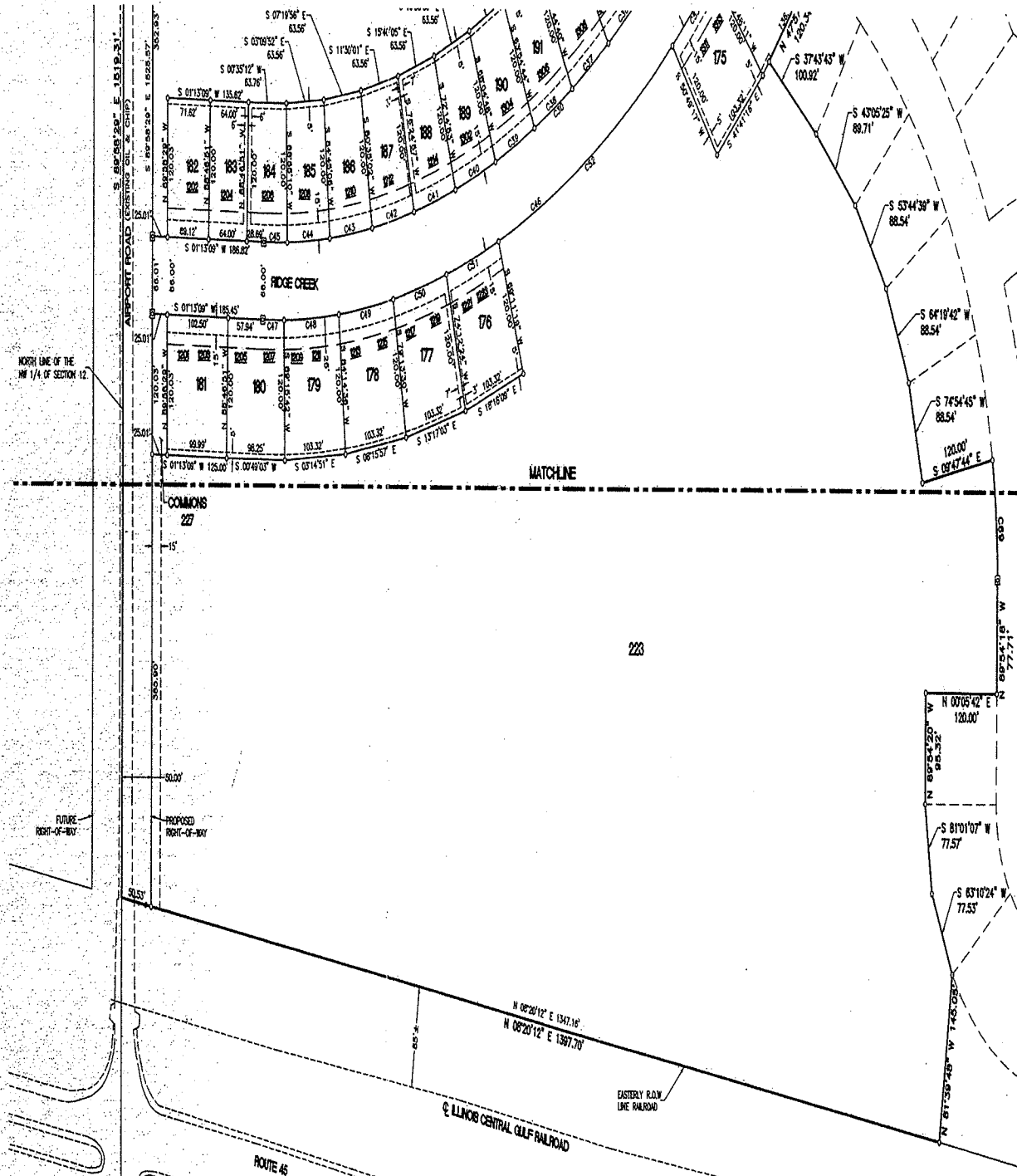
Fee: \$92.00

RECORDED FOR RECORDING BY:  
RETURN TO:

BARBARA A. FRANCA  
20171646  
RECORDING OFFICE  
CHAMPAIGN COUNTY  
RECORDS  
MEANS A. FRUCA  
REC. FEES: \$2.00  
RPS. FEES: \$2.00  
REP. FEES:  
PAGE: 23  
JOB NO.:  
JOB DATE:



SPACE RESERVED FOR  
RECORDING STAMP



NUMBER	PARCEL	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C7	200.00	180.45	156.16	S 62°11' W
C8	200.00	110.00	70.24	S 81°05'22\"
C9	200.00	67.58	67.23	S 81°18'38\"
C10	200.00	22.28	22.28	S 48°26'45\"
C11	60.00	246.25	108.37	S 72°19'15\"
C12	60.00	35.55	35.41	S 28°05'27\"
C13	60.00	53.65	51.88	S 14°11'14\"
C14	60.00	53.65	51.88	S 65°54'59\"
C15	60.00	58.37	56.10	N 80°35'59\"
C16	60.00	44.64	43.61	N 11°25'00\"
C17	25.00	40.36	36.12	N 32°11'01\"
C18	160.00	21.67	21.65	N 88°54'28\"
C19	264.00	58.33	58.21	S 07°32'57\"
C20	264.00	41.63	40.99	S 05°45'19\"
C21	564.00	17.30	17.30	S 12°00'07\"
C22	336.00	74.24	74.09	S 07°20'57\"
C23	494.00	229.24	227.10	N 71°45'59\"
C24	494.00	129.79	129.42	N 77°35'01\"
C25	494.00	88.25	88.13	N 64°32'53\"
C26	494.00	10.29	10.20	N 59°05'50\"
C27	994.00	1036.43	390.12	N 28°39'06\"
C28	994.00	62.11	62.10	N 58°43'57\"
C29	994.00	10.33	10.33	N 54°38'41\"
C30	994.00	72.31	72.29	N 49°07'40\"
C31	994.00	72.31	72.29	N 44°50'35\"
C32	994.00	72.31	72.29	N 42°40'51\"
C33	994.00	72.31	72.29	N 38°30'27\"
C34	994.00	72.31	72.29	N 32°20'22\"
C35	994.00	72.31	72.29	N 28°10'18\"
C36	994.00	72.31	72.29	N 24°00'14\"
C37	994.00	72.31	72.29	N 19°50'09\"
C38	994.00	72.31	72.29	N 15°40'05\"
C39	994.00	72.31	72.29	N 11°30'01\"
C40	994.00	72.31	72.29	N 07°19'56\"
C41	994.00	72.31	72.29	N 03°09'52\"
C42	994.00	36.89	36.89	N 00°00'00\"
C43	1060.00	866.60	927.17	S 24°42'55\"
C44	1060.00	38.22	38.21	S 07°14'28\"
C45	1060.00	92.84	92.81	S 03°14'51\"
C46	1060.00	92.84	92.81	S 08°15'37\"
C47	1060.00	92.84	92.81	S 13°17'03\"
C48	1060.00	92.84	92.81	S 18°18'09\"
C49	1060.00	338.00	338.00	S 22°59'42\"
C50	1060.00	62.84	62.81	S 41°11'15\"
C51	1060.00	119.38	119.32	S 47°25'14\"
C52	1060.00	86.64	86.62	N 58°12'28\"
C53	560.00	267.10	264.58	S 72°11'12\"
C54	560.00	30.39	30.34	N 67°32'07\"
C55	560.00	71.84	71.79	S 66°13'25\"
C56	560.00	71.84	71.79	S 73°34'37\"
C57	560.00	84.07	83.99	S 81°33'01\"
C58	270.00	59.65	59.54	N 05°06'39\"
C59	270.00	59.65	59.54	N 07°22'37\"
C60	330.00	72.92	72.77	N 07°32'57\"
C61	330.00	54.96	54.96	N 05°30'54\"
C62	330.00	37.94	37.92	N 04°30'48\"
C63	800.00	121.82	121.81	S 08°01'18\"
C64	200.00	68.63	68.29	S 10°01'33\"
C65	60.00	65.15	62.00	S 11°15'06\"
C66	180.00	330.06	283.55	S 05°54'04\"
C67	83.00	148.15	133.67	S 08°13'02\"
C68	73.00	117.06	104.93	N 08°13'02\"
C69	210.00	353.78	313.40	N 05°54'06\"
C70	60.00	43.44	41.33	N 11°15'06\"
C71	220.00	75.49	75.12	N 10°01'33\"
C72	994.00	20.01	20.01	N 53°45'14\"
C73	994.00	36.41	36.41	N 50°48'40\"

**HDC** 201 West Springfield, Suite 200  
Champaign, Illinois 61821-2100  
Professional Survey Firm License No. 004-00023  
Professional Survey License 4/20/2008

Field Book:  
Project Number: 00230 Drawn By: BDD

Revision Date:  
Revision Date:  
Revision Date:  
Revision Date: 6/20/08  
Revision Date: 8/14/08

Sheet 3 of 3

# FINAL PLAT FIELDSTONE SUBDIVISION PHASE 1

A PART OF THE NW 1/4, SECTION 12, T18N, R06E OF THE 3rd P.M.  
VILLAGE OF SAVOY, CHAMPAIGN COUNTY, ILLINOIS

OWNER/DEVELOPER: FIELDSTONE SUBDIVISION LLC  
301 W. SPRINGFIELD, SUITE 300,  
CHARLESTON, IL 61820

ENGINEER/SURVEYOR: HFC ENGINEERING, LLC  
201 W. SPRINGFIELD, SUITE 300,  
P.O. BOX 140  
CHAMPAIGN, ILLINOIS 61821-0140

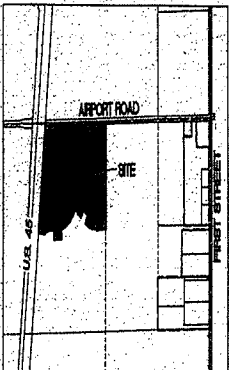
PRESENTED FOR RECORDING BY:  
RETURN TO:

**LEGEND**

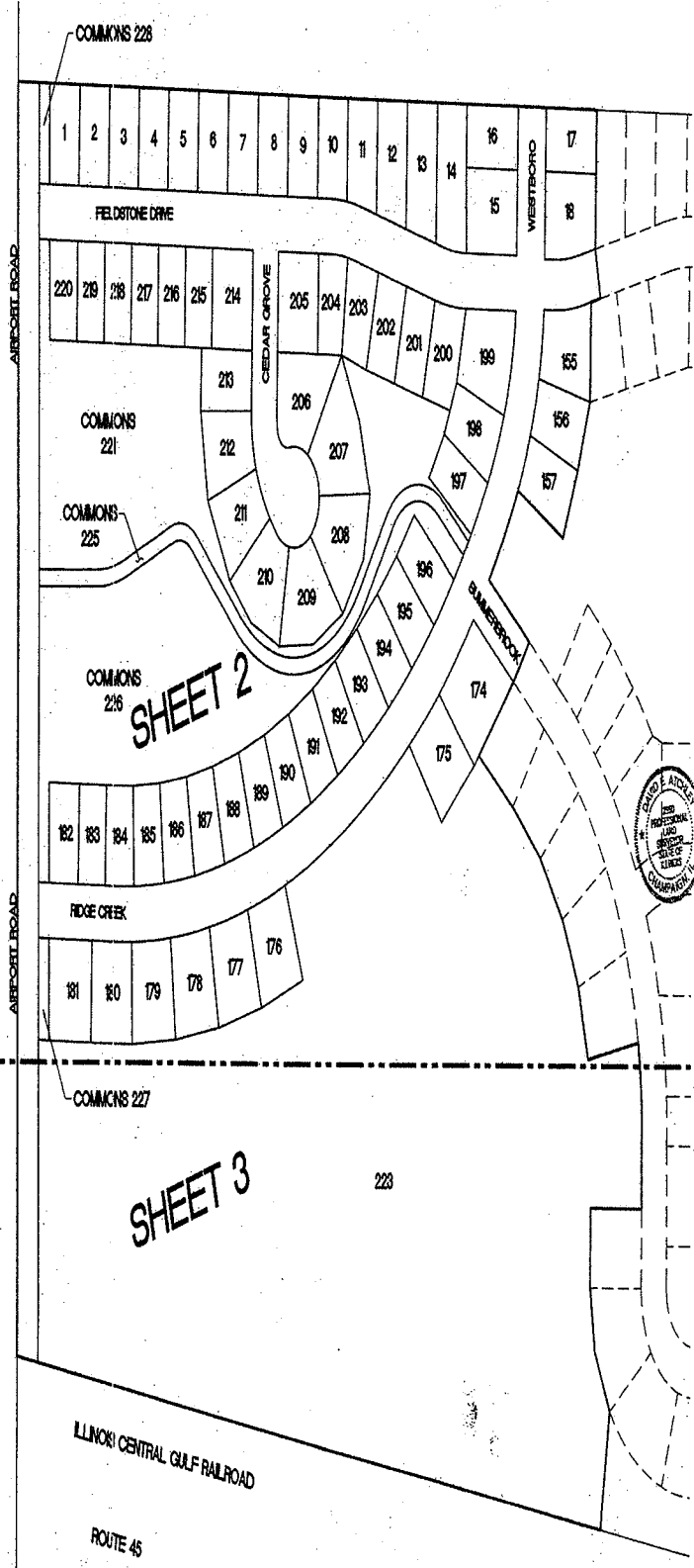
- Boundary of Plat
- Proposed Lot Line
- - - - - Future Lot Line
- - - - - Easement Line
- Setback Line
- Found Iron Rod
- Set 1/2" x 30" Iron Rod with  
Plastic Cap "HOC FIRM 3222"
- ⊗ Set Concrete Monument
- C10 Curve Number to be used  
with Lot Curve Data
- Ⓜ Lot Number

200718646

RECORDED IN  
16/2/2007 10:22:19AM  
CHAMPAIGN COUNTY  
BARBARA A. FRASCA  
REC. FEES: \$2.25  
HQS. FEES: \$0.00  
STAMP  
PAGE: 25  
FILE NO.:  
PLAT PAGE: 1



- SURVEYOR NOTES**
1. Field work was completed for this project on June 14, 2006
  2. The subdivision is located within 1/4 miles of the corporate limits of Savoy which has an adopted master plan.
  3. The subdivision is in the boundaries of the Upper Embankment Basin Drainage District.
  4. All required public improvements including storm sewer, storm water management, storm water detention, water main, street, sidewalks, and sanitary sewer systems will be constructed in accordance with the current Savoy standards and shall be constructed within easements as necessary.
  5. This tract of land is located in zone "U" on the special flood hazard map identified for the County of Champaign Illinois by Federal Emergency Management Agency on the Flood Insurance Rate Map, panel number 170894 02006, dated March 1, 1994.
  6. The following zoning applies to the lots shown:  
174-181 zoned R2A  
223 zoned R5  
All other lots zoned R2
  7. A water fee has been granted reducing the setback for zoning R2 and R2A to 6'.
  8. Curve numbers along curves are to be used with curve data table.
  9. Common lots (221, 226, 225) shall be non buildable lots. The common lots shall be considered general drainage and utility easement in their entirety.
  10. This tract does not lie within 500' of a point on a water course draining over 640 acres.
  11. Potentially high water levels due to operation of aircraft to and from Willard Airport may exist within this subdivision.



SURVEYOR'S CERTIFICATE  
STATE OF ILLINOIS }  
COUNTY OF CHAMPAIGN }

I, David E. Ahlby, being Illinois Professional Land Surveyor Number 2590, do hereby certify that of the request of the owners, Fieldstone Subdivision LLC, I have caused a Survey to be made and a Plat to be drawn under my direct supervision of the following described tract of land:

A tract of land being part of the Northwest Quarter of Section 12, Township 18 North, Range 8 East, of the Third Principal Meridian, Champaign County, Illinois, the boundary of which is described as follows, with bearings on a local datum:

Beginning at the Northwest Corner of the Northwest Quarter of said Section 12, proceed South 01° 13' 09" West 1367.97 feet along the East line of the Northwest Quarter of said Section 12; thence North 88° 45' 51" West 194.64 feet; thence South 78° 33' 33" West 60.00 feet; thence North 11° 26' 27" West 22.70 feet; thence North 88° 45' 51" West 120.00 feet; thence North 77° 45' 13" West 87.55 feet; thence North 66° 13' 25" West 87.18 feet; thence North 27° 27' 07" East 120.00 feet; thence South 35.35 feet around a curve to the right concave to the Northwest having a chord bearing of North 69° 32' 07" West and a radius of 560.00 feet; thence South 85.64 feet around a curve to the right concave to the Northwest having a chord bearing of North 56° 12' 28" West and a radius of 1080.00 feet; thence South 37° 43' 43" West 118.97 feet; thence North 52° 16' 17" West 60.00 feet; thence North 47° 57' 25" West 120.34 feet; thence South 37° 43' 43" West 100.92 feet; thence North 43° 05' 25" West 89.71 feet; thence South 53° 44' 39" West 88.54 feet; thence South 64° 19' 42" West 88.54 feet; thence South 74° 54' 45" West 88.54 feet; thence South 50° 47' 44" East 120.00 feet; thence 121.82 feet around a curve to the right concave to the North having a chord bearing of South 88° 01' 16" West and a radius of 600.00 feet; thence North 89° 54' 18" West 77.71 feet; thence North 00° 05' 42" East 120.00 feet; thence North 89° 54' 20" West 85.32 feet; thence South 81° 01' 07" West 77.57 feet; thence South 63° 10' 24" West 77.53 feet; thence North 81° 39' 45" West 145.05 feet to the Eastern Right of Way line of the Illinois Central Gulf Railroad; thence North 05° 20' 12" East 1357.70 feet along the said Eastern Right of Way line to the North line of the Northwest Quarter of said Section 12; thence South 89° 58' 29" East 1519.31 feet along the said North line to the Point of Beginning encompassing 48.456 acres more or less in Champaign County, Illinois.

For said owner who desires to facilitate the sale of said land by subdividing it into lots, street right-of-ways and other areas into which said lands have been so subdivided, and have numbered the lots which numbers are shown in larger size on said plat; and have stated the precise dimensions in feet and hundredths of feet of said lots, streets, and other areas; and that reference has been made upon said plat to permanent survey monuments and have placed survey monuments as shown on the plat; and the Subdivision shall be known as "Fieldstone Subdivision Phase 1".

Signed and sealed this 22<sup>nd</sup> day of June, 2007

*David E. Ahlby*  
David E. Ahlby  
Illinois Professional Land Surveyor No. 2590  
License Expires 11/20/08

*Russell H. Taylor, manager*  
Owner/Developer  
Fieldstone Subdivision LLC

**Final Plat Approval**

The final plat entitled FIELDSTONE SUBDIVISION PHASE 1 has received a recommendation for (approval) (disapproval) by the Planning Commission of Savoy, Illinois, this 21<sup>st</sup> day of June, 2007.

*Bob Bush*  
Chair Person

*Steve McElroy*  
President, Board of Trustees  
Date: June 27, 2007

*Richard J. ...*  
Village Clerk  
Date: June 27, 2007

**Drainage Statement**

We hereby state that to the best of our knowledge and belief the drainage of surface waters of this plat will not be changed by the construction of the improvements of this subdivision or any part thereof or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas, or drains which the subdivisor has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the subdivision.

*Jeffrey S. Steward*  
Date: 6/22/07  
Jeffrey S. Steward  
Illinois Licensed Professional Engineer No. 062-058418  
License Expires 11-30-07

*Russell H. Taylor, manager*  
Date: 6/27/07  
Fieldstone Subdivision LLC



**HFC ENGINEERING**  
201 West Springfield, Suite 300  
Champaign, Illinois 61821-0140  
Phone: 815-715-1554  
Fax: 815-715-1554  
Professional Design Firm License No. 164-002225  
Professional License Expires: 4/30/2009

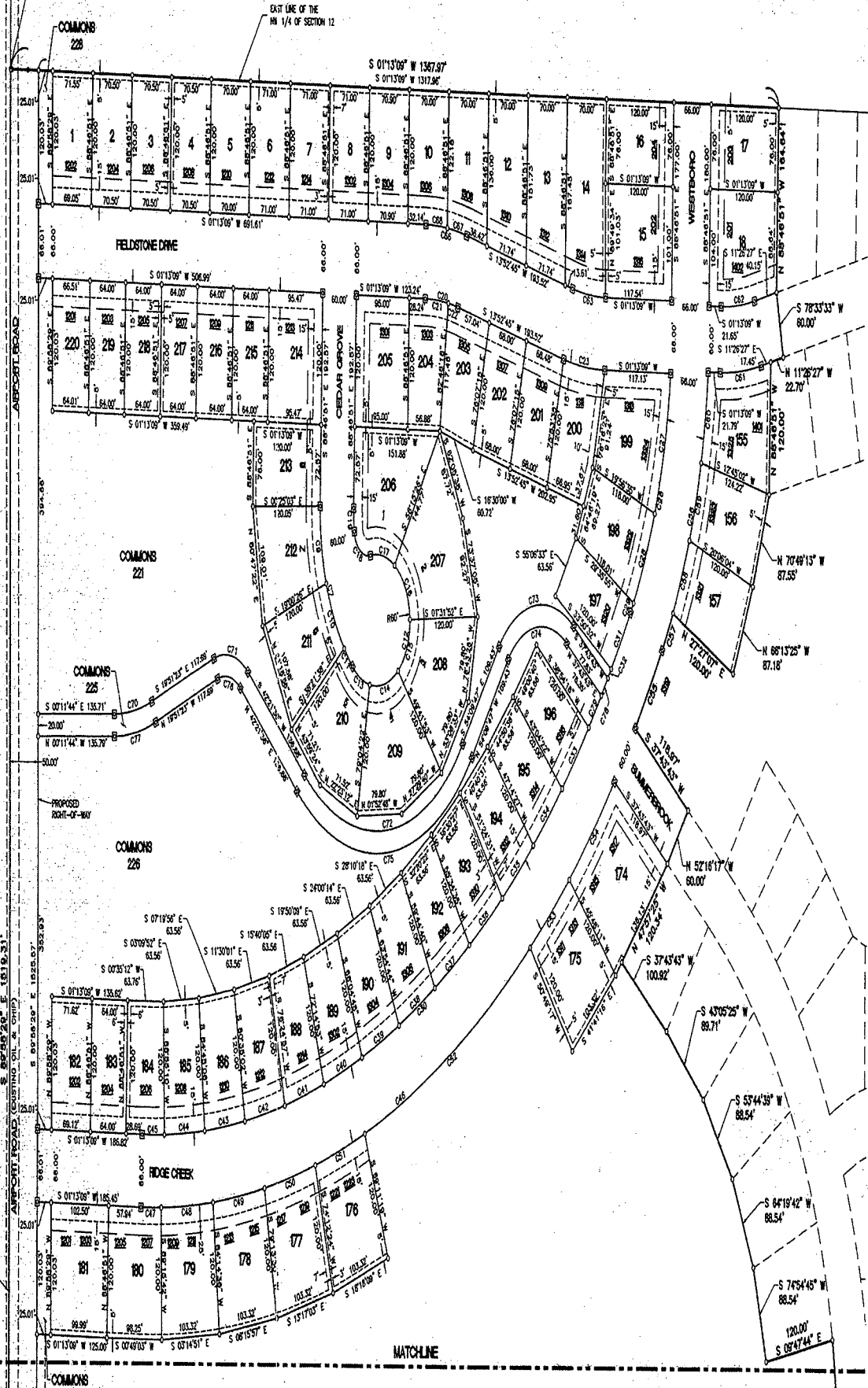
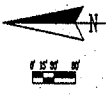
Project Number: 00220 Drawn by: BSH

Sheet 1 of 3

POINT OF BEGINNING  
NE CORNER OF THE  
NW 1/4 OF SECTION 12,  
T14N, R10E OF THE 3rd P.M.

PREPARED FOR RECORDING BY:  
RETURN TO:

200718646  
RECORD NO. 200718646  
DATE: 02/20/09 10:25:09 AM  
DRAWN BY: J. FRANK  
CHECKED BY: J. FRANK  
DATE: 02/20/09  
SCALE: 1" = 40.00'  
DATE: 02/20/09  
FILE NO.: 200718646  
PAGE: 1



NUMBER	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C07	220.00	180.45	156.18	S 88°14'12" W
C09	220.00	70.60	70.24	S 81°05'22" W
C10	220.00	67.56	67.23	S 61°18'53" W
C11	220.00	22.26	22.26	S 48°26'49" W
C12	60.00	246.25	106.37	S 72°19'13" E
C13	60.00	35.95	35.41	S 28°05'27" W
C14	60.00	53.65	51.88	S 14°11'14" E
C15	60.00	53.65	51.88	S 63°54'59" E
C16	60.00	58.37	56.10	N 67°33'56" E
C17	60.00	44.64	43.61	N 11°25'07" E
C18	25.00	40.36	36.12	N 36°21'01" E
C19	140.00	21.07	21.05	N 85°54'38" E
C20	264.00	58.33	58.21	N 37°32'57" W
C21	264.00	41.03	40.99	S 08°40'18" W
C22	264.00	17.30	17.30	S 12°00'07" W
C23	336.00	74.24	74.09	S 07°32'57" W
C24	494.00	229.24	227.19	N 71°45'59" W
C27	494.00	128.79	128.42	N 77°33'01" W
C28	494.00	89.25	89.13	N 64°52'52" W
C29	494.00	10.20	10.20	N 50°06'59" W
C30	994.00	1096.43	990.12	N 28°39'06" W
C31	994.00	62.11	62.10	N 54°43'57" W
C32	994.00	10.33	10.33	N 54°38'41" W
C33	994.00	72.31	72.29	N 49°00'40" W
C34	994.00	72.31	72.29	N 44°50'36" W
C35	994.00	72.31	72.29	N 40°40'31" W
C36	994.00	72.31	72.29	N 36°30'27" W
C37	994.00	72.31	72.29	N 32°20'22" W
C38	994.00	72.31	72.29	N 28°10'18" W
C39	994.00	72.31	72.29	N 24°00'14" W
C40	994.00	72.31	72.29	N 19°50'09" W
C41	994.00	72.31	72.29	N 15°40'05" W
C42	994.00	72.31	72.29	N 11°30'01" W
C43	994.00	72.31	72.29	N 07°19'56" W
C44	994.00	72.31	72.29	N 03°09'52" W
C45	994.00	39.89	39.89	N 00°04'10" E
C46	1060.00	859.60	927.17	S 24°42'55" E
C47	1060.00	34.22	34.21	S 07°14'25" W
C48	1060.00	92.84	92.81	S 03°14'51" E
C49	1060.00	92.84	92.81	S 08°15'57" E
C50	1060.00	92.84	92.81	S 13°17'03" E
C51	1060.00	92.84	92.81	S 18°18'09" E
C52	1060.00	339.80	339.35	S 22°59'42" E
C53	1060.00	92.84	92.81	S 41°41'16" E
C54	1060.00	119.38	119.32	S 47°23'34" E
C55	1060.00	85.84	85.82	S 52°12'28" E
C56	560.00	267.10	254.58	S 72°11'12" E
C57	560.00	36.26	36.24	N 69°32'07" W
C58	560.00	71.84	71.79	S 65°15'25" E
C59	560.00	71.84	71.79	S 73°34'27" E
C60	560.00	84.07	83.99	S 81°33'01" E
C61	330.00	72.92	72.77	S 05°06'39" E
C62	270.00	59.66	59.54	N 05°06'39" W
C63	270.00	59.66	59.54	N 07°32'57" E
C66	330.00	72.92	72.77	N 07°32'57" E
C67	330.00	34.96	34.96	N 10°59'34" E
C68	330.00	37.94	37.92	N 04°50'45" E
C69	400.00	121.82	121.61	S 80°01'18" W
C70	200.00	68.63	68.28	S 10°01'33" E
C71	60.00	65.15	62.00	S 11°15'06" W
C72	190.00	330.08	263.55	S 05°54'06" E
C73	63.00	140.15	133.67	S 08°13'02" E
C74	73.00	117.09	104.93	N 08°13'02" W
C75	210.00	33.78	33.60	N 02°54'08" E
C76	40.00	43.44	41.33	N 11°15'08" E
C77	220.00	75.49	75.12	N 10°01'33" W
C78	994.00	26.01	26.01	N 53°46'14" W
C79	994.00	36.41	36.41	N 52°08'40" W

**HDC**  
ENGINEERING  
200 West Springfield, Suite 301  
Channahon, Illinois 61810-0140  
Phone No. 815-338-8978  
Professional Design Firm License No. 194-00223  
Professional License Expires 4/30/2009  
Print Scale: 1" = 40.00'  
Project Number: 18623  
Drawn By: JBF

Revised Date:  
Revised Date:  
Revised Date:  
Draw Date: 6/24/07  
Draw Date: 3/14/07