



2009R00037

RECORDED ON  
01/02/2009 01:29:02PM  
CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA  
REC FEE: 89.00  
RHSPS Fee: 10.00  
REV FEE:  
PAGES 27  
PLAT ACT:  
PLAT PAGE: 1

**WHISPER MEADOW FIRST  
SUBDIVISION**

**OWNER'S CERTIFICATE,  
RESTRICTIVE COVENANTS  
AND SCHOOL DISTRICT  
STATEMENT**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )

**OWNER'S CERTIFICATE**

WHISPER MEADOW DEVELOPMENT LLC, an Illinois limited liability company, being the sole current owner (herein "Owner") of the following described real estate:

**SEE ATTACHED EXHIBIT "A"**

as shown on said Exhibit "A," has caused the same to be surveyed by Okaw Valley Land Surveying, LLC, Illinois Professional Land Surveyor No. 035-003367, and has subdivided said real estate into lots, with easements as shown on the annexed plat, (herein the "Plat") bearing the certificate of said Surveyor, under date of December 17 2000~~8~~ said subdivision to be known as Whisper Meadow First Subdivision, Village of Mahomet, Champaign County, Illinois.

Owner hereby dedicates perpetually the tracts shown on the Plat as general utility, roadways, sidewalk and drainage easements, to the public for use by utilities for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, sidewalks (including but not limited to the sidewalk between Lots 135 and 136), gas, telephone, electricity, and cable television. All grantees of easement rights hereunder shall hereinafter be referred to as "Grantees."

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 as noted herein. No person shall obstruct said easement unless the entity with authority to do so authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, 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. No owner of easement rights hereunder shall fill, grade, or obstruct drainage swales so as to negatively impact drainage flow in the subdivision.

The Grantees 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 and expenses.

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 and expenses 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 and expenses) arising or resulting from or in any way connected with the breach of the foregoing obligations by the Grantees.

Acceptance of the foregoing grants of right-of-way and/or 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 hereafter made by the present or future owners of any of the lands described in the aforesaid Surveyor's Certificate, shall, by adopting the above description of said Plat, 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 Owner's Certificate and Restrictive Covenants, certain words and terms are hereby defined.

Owner: Whisper Meadow Development LLC, an Illinois limited liability company, and all heirs, grantees, purchasers, lessees, executors, assignees and successors in interest.

Subdivision: Whisper Meadow First Subdivision, Village of Mahomet, Champaign County, Illinois.

Village: Village of Mahomet, Champaign County, Illinois.

Single Family Lots: Those lots numbered solely with a three digit number on the Plat.

Zero Lot Line Lots: Those lots numbered with a three digit number as well as a letter, such as "A" or "B," on the Plat. Each Zero Lot Line Lot shall be treated as a separate lot for purposes of the provisions hereof.

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.

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

Dwelling: The main building on any building site. The dwelling is to be designed for and is to be used exclusively for a residence and is to be occupied exclusively by a single family.

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

### **RESTRICTIVE COVENANTS**

The covenants below, in their entirety, shall apply to all of Whisper Meadow First Subdivision.

1. Allowable Structures. On Single Family Lots, no structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family unit on Single Family Lots, a private garage for not less than two (2) nor more than three (3) cars per dwelling unit, and one other accessory building not to exceed 400 sq. ft. incidental to residential use of the premises provided, however, that a four (4) car garage may be permitted with the approval of the Architectural Control Committee if the configuration of the garage results in no more than two (2) garage doors facing the street. On Zero Lot Line lots, no structure shall be erected, altered, placed or permitted to remain on any building site other than one single family unit, which may or may not have a party wall, a private garage for at least two (2) cars per dwelling unit, and one other accessory building not to exceed 250 sq. ft. incidental to residential use of the premises.

2. Architectural Control.

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

Scott Nelson  
Alice Nelson  
Matthew Nelson

A two-thirds majority shall be required for committee action. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owner of 75% of the lots in the 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 Whisper Meadow First Subdivision and the phases to be platted in the future and to enhance property values; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not benefit and enhance the 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 Mahomet, as amended from time to time. Notwithstanding the foregoing, any required variance under the Village of Mahomet Zoning Ordinance shall still be required.

The members of the Architectural Control Committee shall not be held personally liable for any judgment made by such committee.

c. Procedures:

(i) Building Plans, etc.: No building, planting, dwelling, fence or other structure (including, but not limited to, antenna systems) or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a site 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, site 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, site 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 site or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said committee or any member thereof, or the present owner of said real estate.

(v) Constructive Evidence of Action by Architectural Control Committee:

Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

3. Minimum Dwelling – Size and Additional Requirements.

- a. Single Family Lots: No one-story dwelling shall occupy a ground floor area of less than 1,700 square feet, and no dwelling having more than one story shall occupy a ground floor area of less than 800 square feet and a total floor area of less than 2,000 square feet.
- b. Zero Lot Line Lots: No one-story dwelling shall occupy a ground floor area of less than 1,400 square feet, and no dwelling having more than one story shall occupy a ground floor area of less than 700 square feet and a total floor area of less than 1,400 square feet.
- c. All Lots:
  - (i) No dwelling unit shall be permitted on any site unless it includes a garage for no less than two automobiles. In computing the floor areas of a dwelling for the purpose of applying this restriction, attached enclosed garages, overhangs, porches, stoops, and decks shall not be considered to be a part of a dwelling.
  - (ii) All dwelling units shall be constructed with a basement or crawl space under at least 70% of the heated ground floor area.
  - (iii) No dwelling unit shall be more than 2 stories in height above grade.
  - (iv) Roofs shall have a minimum pitch of 6/12. Only laminated architectural shingles, wood shakes, or tile roofs shall be permitted. No 3-tab shingles are permitted.

4. Zero Lot Line Lot Dwelling Units. The following provisions shall apply only to Zero Lot Line Lots.

- a. Party Walls: 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 adjacent zero lot line dwelling units shall at all times 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 of 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:

(i) No Zero Lot Line Lot owner or any successor in interest shall have the right to extend said party wall in any manner, either in length, height, or thickness without the express written consent of the adjacent lot owner who shares that party wall.

(ii) In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the lot owner of any lot which abuts such party wall shall have the right to repair or rebuild such wall and the lot owner of each lot which abuts such party wall shall pay his aliquot portion of the costs 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.

(iii) The foregoing provisions of this article notwithstanding any lot owner or other interested party shall retain the right to receive a larger contribution from another or other under any rule of law regarding liability for negligent or willful acts or omissions.

(iv) In the event of damage or destruction by fire or other casualty of any dwelling unit or any portion thereof, the lot owner on which the damaged or destroyed dwelling unit is located 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 which remains standing as a part of such zero lot line dwelling unit structure and is not required to be rebuilt. In the event of the total or substantial destruction of two or more dwelling units in a zero lot line dwelling unit structure, the architectural design of the exterior of the zero lot line dwelling unit structure to be rebuilt and the materials to be used shall be substantially similar to the original zero lot line dwelling unit unless a change in design or materials is submitted by the owners of the adjacent lots to the Architectural Control Committee and such change is approved by the Architectural Control Committee.

(v) In the event that any owner shall fail, after a reasonable time following the damage or destruction referred to in Paragraph 4(a)(iv), to perform the necessary repair or rebuilding, the owner(s) of the remainder of the zero lot line dwelling unit and/or the applicable owner's association shall, in the manner described in Paragraph 4(c) 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 lot owner or such applicable owner's association. Such persons or corporation who

paid for such repairs shall have and are hereby given a continuing lien on that lot on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:

- (1) The cost of such repairs or rebuilding; and,
- (2) Interest at the prime rate as shown under “Money Rates” in The Wall Street Journal in effect from time to time from the date of payment of such costs; and,
- (3) Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith, which lien shall bind the lot owner of the repaired or rebuilt unit, his/her heirs, devisees, personal representatives, grantees, and assignees. Further, in the event such lot owner does not make prompt payment in the full amount of such claim, the lot owner and/or the applicable owner’s association so repairing or rebuilding said dwelling unit shall have the right to foreclose such lien as permitted by Illinois Law. The lien described in this subsection shall be subordinate to the lien of any prior trust, deed, mortgage, or mortgages now or hereafter placed upon the lot prior to such repair or rebuilding.

b. Insurance:

(i) Every lot owner shall, together with the other lot owners in a zero lot line dwelling unit structure, mutually purchase and maintain in effect a single insurance policy insuring the zero lot line dwelling unit structure for the full insurable replacement costs thereof against loss by fire or other casualty (“replacement cost” shall include the cost of removing the portion of the zero lot line dwelling unit structure that was damaged or destroyed). All of the lot owners and their respective mortgagees shall be named as insureds under the policy. Each lot owner shall pay his pro-rata share of the insurance premium cost as based upon the relative value of each lot and dwelling unit. In the event of the failure or refusal of any lot owner to pay his/her share of such cost, the other lot owner(s) in such zero lot line dwelling unit structures may pay the same and shall have a lien and cause of action against such defaulting lot owner(s) together with interests, costs, and expenses as provided in the preceding subparagraph 4(a)(v).

(ii) In the event a single insurance policy is not available, each lot owner shall at all times keep his/her respective dwelling unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other lot owners of the zero lot line dwelling unit structure as additional insureds under the policy for the purpose of providing funds in those cases in which the lot owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss (“replacement cost” shall include the cost of removing that portion of the zero lot line dwelling unit structure that was damaged or destroyed). Each lot owner shall upon request from another lot owner in the same zero lot line dwelling unit structure deliver to said other lot owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.



(iii) 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 zero lot line dwelling unit structure applicable for residential use. No lot owner shall permit anything to be done or kept upon his/her premises which would result in the cancellation of insurance on the zero lot line dwelling unit structure or any part thereof, or which would be in violation of law.

c. Common Repairs and Maintenance: The lot owners of each zero lot line dwelling unit structure shall be responsible for the common maintenance and repair of each such zero lot line dwelling unit structure, including roof, structure, exterior surfaces, foundations, gutters and downspouts.

(i) Routine maintenance and repair consists of tasks that have little impact on the immediate habitability of an individual dwelling unit, such as painting. The decision to perform routine maintenance or repair may be made by the owner(s) of either dwelling unit as to the maintenance and repair of that dwelling unit.

(ii) Emergency repair consists of tasks that substantially affect the habitability of an individual dwelling unit, such as a ruptured water line, a clogged sewer line causing sewage to back-up, or a hole in the roof. The decision to perform emergency structural repair may be made by the owner(s) of the dwelling unit affected by the emergency.

(iii) The cost of all repairs or maintenance performed pursuant to this subparagraph 4(c), shall be paid by the owner(s) of the dwelling units that received the benefit of the maintenance/repairs performed. The cost of such maintenance/repairs shall be paid by the owner(s) of said dwelling units based upon the work performed on each dwelling unit. However, if an emergency repair is necessitated by the actions of an owner or occupant of a dwelling unit, such as turning off the heat in a dwelling unit and thereby allowing water pipes to freeze and rupture, the cost of repair shall be paid by the owner of the dwelling unit whose occupant necessitated the repair.

(iv) In the event that either owner of the dwelling units that comprise a zero lot line dwelling unit structure fail to adequately maintain the zero lot line dwelling unit structure, both the other owner and the Whisper Meadow Homeowner's Association shall have the power and authority to have the maintenance or repair performed and may place a lien against the individual lot(s) on which the zero lot line dwelling unit structure is located for the cost of the maintenance or repair plus other costs incurred, including the reasonable attorneys fees.

(v) Because of the need to perform both routine and emergency maintenance and repairs on dwelling units when permission from the owners cannot be obtained, reciprocal licenses are hereby granted by, between, and among the lot owners within a zero lot line dwelling unit structure for access to each others real property for the purpose of performing routine and emergency maintenance and repairs. Similarly, license is hereby granted to the applicable owner's association to have such routine and emergency maintenance and repair performed as set forth herein. However, access to the interior of a dwelling unit without notice to the lot owner(s) is allowed only in case of an emergency when no alternative exists to access the emergency repair and the lot owner is not available to allow access.

d. Individual Repair and Maintenance: Each owner 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 zero lot line dwelling unit structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the owner. An owner shall not change the exterior appearance of his/her dwelling unit except with the prior approval of the other owner(s) of that zero lot line dwelling unit structure and the approval of the Architectural Control Committee.

e. Sign Easement: There shall be an easement for a permanent sign designating the name of the Zero Lot Line area as shown on the Plat.

5. Public Sanitary Sewer and Water. Each lot owner shall be obligated and required to connect to and accept service from public sanitary sewer and/or water systems. At such time as connection is made and service is accepted, each lot owner shall be obligated to pay connection fees in accordance with applicable Village of Mahomet ordinances.

6. No On-site Sanitary Sewage Disposal Systems or Private Well. No on-site sanitary sewage disposal system will be allowed to be placed in service in the Subdivision. No lot Owner may construct, maintain or use its own private well in the Subdivision.

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

8. Natural Water Flow. No obstruction, diversion or change in the natural flow of surface water along property lines shall be made by any lot owner in such a manner as to cause damage or to interfere with any other property. No alterations to vegetation or existing natural flow of storm drainage will be permitted without the approval of the Village of Mahomet and the other lot owner.

9. Subsurface Drainage. Easements for the maintenance of existing subsurface drainage facilities are hereby established, such easements to be ten (10) feet in width and centered upon such field tiles as currently exist and are located within said Subdivision. Within said drainage easements, no structure, plantings, or other improvement shall be placed or permitted to remain which may damage, obstruct or interfere with such field tiles; provided, however, that any such drainage easement and field tile may be relocated on any such lot by the owner thereof in order to accommodate any development and improvement on such lot, as long as any such 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.

10. Sump Pump Discharge. Each owner of a lot shall maintain and repair the sump pump discharge line from his sump pump to the sump pump collector line. The Homeowner's Association shall maintain and repair the sump pump collector line to the point at which it intersects the storm sewer line.

11. Incorporation of Plat. All notes and restrictions indicated on the Plat are incorporated herein by reference.

12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage 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 appropriately screened so as not to be visible from other property. In the event any lot owner fails to comply with the provisions of this paragraph 11, the Whisper Meadow Homeowners' Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within 15 days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said refuse and charge the lot owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative and reasonable attorney fees incurred by the Homeowners' Association in connection therewith.

13. Additional Standards. All buildings erected on any building site shall be constructed of material of good quality and suitably adapted for use in the construction of single family residences. No existing buildings shall be moved to any lot. No dwellings shall be constructed with pre-assembled interior wall treatment, excepting ordinary drywall constructed with joints taped on site. Also, the following standards shall be followed:

- a. All front yards shall be sodded. Side and rear yards shall be either sodded or seeded provided, however, that all corner lots shall also sod the side yard adjacent to the side street back to a line even with the rear wall of the dwelling;

b. Two trees with a trunk diameter of not less than two (2) inches must be planted in the front yard of each lot within 12 months following occupation of the dwelling.

c. Following construction of the residence, each lot owner shall erect and maintain in good operating condition a front yard light, which shall be in a design approved by the Architectural Control Committee and shall be equipped with a photo-electric cell that illuminates during hours of darkness. Owners of lots contiguous to a pond shall also install a yard light in the rear yard portion of their lot, near the mid-point of the rear lot line. No yard light shall have a bulb that exceeds 75 watts;

d. Accessory buildings must be in the rear yard and must have the same siding and shingles as the dwelling on the lot;

e. No satellite dishes larger than 24 inches in diameter, antennas, transmitting or broadcasting equipment shall be allowed on any lot;

f. No above ground swimming pools shall be allowed in the subdivision;

g. No signs 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, and one sign of not more than five (5) square feet advertising the property for sale or rent.

h. Fencing must be approved by the Architectural Control Committee (which may order the removal of any fence that is not approved in writing by such Committee) and shall be subject to the following: (i) no chain link fence shall be permitted; (ii) fences shall not exceed six (6) feet in height; and (iii) on lots which are contiguous to any lake or pond, no fence shall exceed four (4) feet in height and any fence shall be located no closer than twenty five feet (25') from the rear lot line and shall be of tubular ornamental metal design constructed of aluminum or steel, in a single color that is black, bronze, tan or white.

i. The owner of each lot that is contiguous to a commons area that includes a lake, pond, storm water detention basin or similar feature shall be responsible for lawn maintenance of the commons area property from the rear lot line of such lot to the water's edge.

14. Setbacks/Building Location. No building shall be located on any lot nearer to a lot line than allowed by the applicable zoning ordinance of the Village of Mahomet and/or County of Champaign, as the case may be. If a more restricted setback line is set forth on the recorded plat, such setback line shall control.

15. Percentage of Lot Coverage. All buildings, including accessory buildings, shall not cover more than 35% of the area of a single family building site and no more than 40% of the area of a zero lot line building site.

16. No Livestock or 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 they are not kept, bred, or maintained for commercial purposes. No kennels of any kind, outdoor dog runs, or any similar structures may be kept on any lot.

17. 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 until such substantial completion or until made to comply with the restrictions and conditions set forth herein. In any event, construction shall be completed in 12 months after footings were excavated.

18. No Oil or Mining Operations; Excavation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, funnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site. No excavation except as it is necessary for the construction of improvements shall be permitted.

19. Easements. Easements for installation and maintenance of utilities, sidewalks, and drainage facilities are reserved as shown on the recorded plat. No structures shall be erected over or within an area reserved for easements or public right-of-ways which may damage or interfere with installation or maintenance of these utilities. All structures shall be erected at least 25 feet from areas reserved for future roadways. No structure, including a fence, shall be erected over or within an area reserved for a sidewalk easement.

20. Severability. 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.

21. Term and Enforceability. Unless amended as provided herein, these covenants shall run with the land and shall be binding on all parties and all persons claiming 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.

22. Amendment and Waiver. These covenants may be amended or waived, in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than three-fourths of the lots owners provided, however, that under no circumstances may the provisions of Paragraph 25 be amended or waived, nor may

any owner be voluntarily or involuntarily removed as a member of the Association. Further, provided, however, that covenants 1, 5, 6, 7, 8, 9, 10, 11, 14, 17, 18, 19, 21, 22, 23, 25, 27, and 33 shall not be altered or waived without the written approval of the Village of Mahomet, Illinois.

23. Enforcement. The Owner, and its successors and assigns, the homeowners association, and the Village of Mahomet shall have sole standing to enforce these restrictive covenants. Enforcement shall be by the 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 prevailing party in any suit for the enforcement of these covenants shall be entitled to recover its reasonable costs and attorney fees.

24. 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. Parking shall be exclusively on paved portions of the driveway. All property owners or residents in the Subdivision owning or possessing trucks, boats, or recreational vehicles which they desire to park in the Subdivision shall provide and use an enclosed garage for the storage of such trucks, boats, or recreational vehicles when not in use. No trucks, boats, or recreational vehicles shall be parked outside for more than 24 hours. No repair work, maintenance, or painting of any vehicle shall be done except in a garage.

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

26. Nuisances and Weeds: 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 not be allowed to grow to more than eight inches (8") in height. If the lot owner fails to do so, the Architectural Control Committee or Whisper Meadow 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 50% of the cost for handling charges, plus reasonable attorney's fees and costs.

27. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. Further, none of the above

described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point thirty (30) feet on the street property line outward from the edge of the driveway and a point on the edge of the driveway ten (10) feet from the street property line.

28. Homeowner's Associations. Each owner of a lot in the Subdivision, and all phases of the Whisper Meadow Subdivision which shall be platted in the future, shall accept and maintain membership in the Whisper Meadow Subdivision Homeowner's Association and shall be bound by the reasonable rules and regulations of the Association and shall pay all assessments of the Association as determined in accordance with its Articles of Incorporation, Bylaws, and these covenants and each said owner does hereby agree to pay such assessments by accepting conveyance of a deed to the lot. All future additions to the Whisper Meadow Subdivision shall provide for each lot owner to become a member of the Association. Such future additions shall be assessed on a pro rata basis from the date of the recording of the final plat of the addition.

Further, in addition to the Whisper Meadow Subdivision Homeowner's Association, each owner of a Zero Lot Line Lot shall accept and maintain membership in a separate homeowner's association for the Zero Lot Line Lots. Specifically, this provision requires the owners of lots with zero lot line residences to create their own association for all of such residences to address issues unique to such residences. Such owners shall further be bound by such zero lot line association's reasonable rules and regulations and shall pay all assessments of such association as determined in accordance with its own Articles of Incorporation, Bylaws and these covenants and each said owner does hereby agree to pay such assessments by accepting conveyances of a deed to the lot. The association governing the Zero Lot Line Lots shall be responsible for lawn maintenance; maintenance, repair and replacement of the sign designating the name of the Zero Lot Line area; trash removal; and snow removal of the Zero Lot Line Lots. In addition, the association governing the Zero Lot Line Lots may assume responsible for an irrigation system for the Zero Lot Line Lots and in the event it assumes such responsibility, the owners of the Zero Lot Line Lots shall pay such assessments related to operating, maintaining and repairing the irrigation system for the Zero Lot Line Lots. Whisper Meadow Development, LLC, in its sole discretion, shall determine whether the Zero Lot Line association shall take such responsibility for the irrigation system.

The developer of the Subdivision shall exercise the authority of the Board of Directors of each such Association until such time as it, in its sole discretion, adopts bylaws and designates a first Board consisting of lot owners; thereafter, the Board of the Association shall consist of lot owners duly elected as provided in the bylaws.

It is understood that the Whisper Meadow Homeowner's Association will be incorporated and that the developer will not pay to said Homeowners' Association any association fees for any lot that has not been sold by the developer. All payments will be made by the lot owner other than the developer, from and after the sale of each lot by the developer. A primary purpose of said Association will be to provide for the ownership, development and maintenance and upkeep of the common areas, lakes, ponds and storm

water detention basins and entrance areas and medians of the subdivision, as well as any under drains and appurtenances constructed within the subdivision, as shown in the plans and specifications prepared by the Owner's engineer, which plans have been approved by the Village of Mahomet. Notwithstanding the preceding provisions, the owner of each Lot that is contiguous to a commons area that includes a lake, pond, storm water detention basin or similar feature shall be responsible for lawn maintenance of the commons area property from the rear lot line of such lot to the water's edge. Each lot owner shall be subject to and share equally in the payment of any annual assessment for dues or other special assessments to the Association in such amounts and at such times as determined by the Board of Directors.

The Whisper Meadow Homeowner's Association shall have the power and authority to enforce any and all covenants, restrictions, and agreements applicable to lots within the Subdivision. The Whisper Meadow Homeowners' Association is hereby granted the authority to place assessment liens against any lot for any unpaid assessments and granted the authority to recover reasonable attorney fees in the enforcement of these covenants.

The common areas developed in the Subdivision shall be subject to the rules and regulations established by the Whisper Meadow Homeowner's 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, including but not limited to the lakes and ponds. Lake and pond usage shall, at a minimum, be subject to the following provisions: (a) lake water shall not be used for ground watering purposes, (b) no pollutants shall be discharged into the water, (c) no docks may be constructed or placed in or adjacent to the lake or pond, (d) boats longer than fourteen feet (14') shall not be permitted and only electric motors shall be permitted, (e) personal watercraft (such as JetSkis, SeaDoos, and similar craft) are not permitted and (f) the area designated on Lot 101 as the "Limited Access Area" may be used only by the owners of Lots contiguous to the pond on Lot 101. The common areas, if any, shall be conveyed to the Homeowner's Association at any time following the sale of the first lot in the Subdivision, in the developer's discretion.

The lot owners of additional phases of the Whisper Meadow Subdivision platted after the date of this Plat of Subdivision shall have a right and easement of enjoyment in the common areas in the Whisper Meadow First Subdivision, except as otherwise stated herein. An owner of a Lot in Whisper Meadow First Subdivision shall not have the right to use the commons area or pond in any future phase of the Whisper Meadow Subdivision unless the plat for that future phase shall specifically provide such rights, and if there are no such rights to use, then the owners of Lots in Whisper Meadow First Subdivision shall have no obligation to pay for any maintenance costs for such area or pond. Conversely, if the owners of Lots in Whisper Meadow First Subdivision are granted rights to use the commons area or pond in a future phase, then they shall share in the maintenance costs.



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..

29. 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 29, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 28, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

30. 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.

31. Construction Materials: 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 30, the Homeowners' Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within fifteen (15) days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said materials and charge the lot owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charge as well as administrative and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.

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

33. 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." No driveways for vehicular access onto public streets shall be constructed in these locations.

34. Run With Land. The covenants, limitations and restrictions contained herein run with the land and are binding on all parties and persons claiming under them.

#### SCHOOL DISTRICT STATEMENT

Pursuant to Public Act Number 286, 765 ILCS 205/1.005, Whisper Meadow Development LLC, an Illinois limited liability company, the owner of the following described tract of land:

SEE ATTACHED EXHIBIT "A"

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

IN WITNESS WHEREOF, this instrument has been executed on this 18 day of DEC, 2008.

Whisper Meadow Development LLC, an Illinois limited liability company

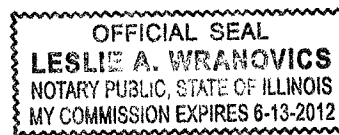
By: Scott Nelson  
Scott Nelson, its Manager

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )

I, \_\_\_\_\_, a Notary Public in and for said County and State, certify that Scott Nelson an individual, personally known to me to be the same person who executed the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 18th day of December, 2008.

Leslie A. Wranovics  
Notary Public



Prepared by and return to:  
Fred K. Heinrich  
Heinrich Law Office  
3121 Village Office Place  
Champaign, IL 61822  
Phone (217) 398-2242

**EXHIBIT A**  
Legal Description

A PART OF THE SOUTHEAST QUARTER OF SECTION 22, 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 NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 22, SAID POINT BEING AN IRON PIN PER MONUMENT RECORD RECORDED IN DOCUMENT NO. 2005R18287; THENCE SOUTH 0 DEGREES 09 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 FOR A DISTANCE OF 762.39 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 89 DEGREES 50 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 195.00 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 00 DEGREES 09 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 89 DEGREES 50 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 262.36 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 85 DEGREES 57 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 93.02 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 79 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 93.02 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 77 DEGREES 18 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 80.37 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 81 DEGREES 09 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 78.63 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 85 DEGREES 03 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 78.63 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 88 DEGREES 49 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 79.57 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 89 DEGREES 50 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 239.10 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 0 DEGREES 09 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 13.00 FEET TO AN IRON PIN WITH CAP #3367; THENCE NORTH 89 DEGREES 50 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 125.88 FEET TO POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 22, POINT BEING AN IRON PIN WITH CAP #3367; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 FOR A DISTANCE OF 670.94 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, POINT BEING AN IRON PIN WITH "ALTECH" CAP; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 FOR A DISTANCE OF 1322.14 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 21.816 ACRES, MORE OR LESS.

PIN: Part of 15-13-22-400-010 and 15-33-22-400-004

**VILLAGE TREASURER'S CERTIFICATE**

STATE OF ILLINOIS            )  
  ) SS  
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:

See Attached Exhibit "A"

In the Village of Mahomet, Champaign County, Illinois.

PIN: Part of 15-13-22-400-010 and 15-13-22-400-004

Given under my hand and seal this 20 day of Feb, 2008.

  
Treasurer, Village of Mahomet  
Champaign County, Illinois

(SEAL)

Prepared by and return to:  
Fred K. Heinrich  
Heinrich Law Office  
3121 Village Office Place  
Champaign, IL 61822  
(217)398-2242

**EXHIBIT "A"**

A PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN CHAMPAIGN COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS:

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STATE OF ILLINOIS        }  
  }  
COUNTY OF CHAMPAIGN    }


**CERTIFICATE OF COUNTY CLERK**

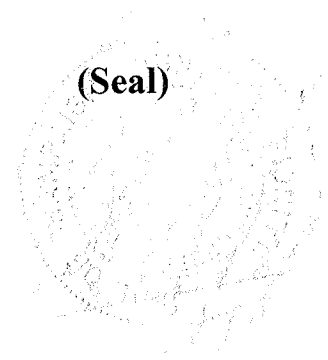
I, **MARK SHELDEN**, County Clerk in and for the County of Champaign, Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, or delinquent special assessments against the following described tract of land, as appears from the records in my said Office:

**Description:**        **See attached Exhibit "A"**

**PIN# : Part of 15-13-22-400-010 and 15-13-22-400-004**

Given under my hand and seal of said Office this 20th day of February, A.D. 2008.

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



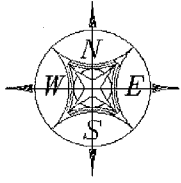
Prepared by and return to:  
Fred K Heinrich  
Heinrich Law Office  
3121 Village Office Place  
Champaign, IL 61822  
(217) 398-2242

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OKAW 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 "Whisper Meadow First Subdivision". A true copy of said plat has been retained by me to assure changes have been made to said plat.

Dated this 17<sup>th</sup> day of December, 2008

  
James M. Whitkanack  
Illinois Professional Land Surveyor  
No. 3367