

City of  
**CHAMPAIGN**

Planning and Development Department > 102 N. Neil Street > Champaign, IL 61820 > 217-403-8800 > [www.ci.champaign.il.us](http://www.ci.champaign.il.us)

April 1, 2022

Bill Peifer  
608 Kingsley Street, Suite A  
Normal, IL 61761

**RE:** PL21-0016 The Legends of Champaign Final Plat

Dear Bill:

The Final Plat of The Legends of Champaign was recorded on 3/29/2022 as 2022R05638.

A copy of the recorded Plat is attached.

If you have any questions, please call me.

Sincerely,

Jeff Marino  
Senior Planner

Attachment: Recorded Final Plat

CC: Shannon Myers, City Clerk  
Tom Yu, Legal Department  
Dave Clark, City Engineer  
Brad Bennett, UCSD  
Brandon Haist, GIS Coordinator  
Roger Diercks, GIS Administrator  
Leanne Brehob-Riley, Champaign County  
Nicole Darby, Champaign County

PREPARED BY AND AFTER  
RECORDING. RETURN TO:  
Jenny H. Park  
Meyer Capel, A Professional Corporation  
306 W. Church St.  
Champaign, IL 61820  
(217) 352-1800

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SPACE ABOVE THIS LINE FOR RECORDER

**OWNER'S CERTIFICATE OF DEDICATION RESTRICTIVE COVENANTS FOR  
CHAMPAIGN THE LEGENDS OF CHAMPAIGN PHASE 3,  
CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS**

THIS OWNER'S CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR CHAMPAIGN THE LEGENDS OF CHAMPAIGN PHASE 3 is made this 8<sup>th</sup> day of February, 2022, by THE LEGENDS OF CHAMPAIGN, LLC, an Illinois limited liability company ("Developer").

**RECITALS**

WHEREAS, The Legends of Champaign, LLC, an Illinois limited liability company is the Developer of the real estate identified in the final plat of The Legends of Champaign, Phase 3, City of Champaign, Champaign County, Illinois ("Subdivision") prepared by, having caused the same to be surveyed by Wesley J. Meyers of Farnsworth Group, Illinois Professional Land Surveyor No. 2803, under date of \_\_\_\_\_, 20\_\_\_\_, and legally described on Exhibit A attached hereto and incorporated by reference herein; and,

NOW THEREFORE, Developer hereby states as follows:

**EASEMENTS:**

The lots ("Lots" and each a "Lot") in the Subdivision are subject to permanent easements as shown on said plat, identified thereon as "General Utility and Drainage Easement". General Utility and Drainage Easements shall be for the underground installation and maintenance of telephone, power, gas, stormwater and sanitary sewer lines, cable television and other utilities and are hereby granted and dedicated to the City of Champaign, Illinois. The City of Champaign shall have the exclusive right to authorize Persons (defined hereunder) to use the easements and to maintain or authorize a utility to use or maintain an easement. All easements shall be free from buildings, fences, structures, and obstructions of any kind whatsoever and no Person shall

obstruct any easement unless the City of Champaign authorizes the obstructions in writing. Vegetation, unless otherwise prohibited by law, and post office boxes, shall not be considered an obstruction of an easement; however, only grass may be maintained in that portion of any drainage tract located in a floodway or floodplain. Repair or replacement of vegetation or permitted structures damaged or destroyed as the result of authorized use of an easement shall be at the expense of the owner. Berms or grading changes made which are not in conformance with the approved plans for drainage filed with the City shall be considered obstructions. The cost of removing unauthorized obstructions shall be borne by the owner of the property on which the obstruction is located.

It is hereby provided, agreed and covenanted that all conveyances of property hereafter made by the present or future owners of any of the above described platted land shall be by adopting the description of land as 24 Lots numbered 300A-311B, inclusive, a subdivision in the City of Champaign, Champaign County, Illinois, be taken and understood and incorporated in all such conveyances without repeating the same, that the said Lot shall be subject to all easements as shown on the plat above mentioned.

**SCHOOL DISTRICT STATEMENT:**

Pursuant to Public Act Number 286, 765 ILCS 205/1.005, the undersigned does hereby state that to the best of its knowledge the Subdivision lies in the Champaign School District 4.

**DECLARATION OF RESTRICTIVE COVENANTS:**

It is hereby provided that all conveyances of property hereinafter made by the present and future owners of any of the land described herein shall, by adopting the description of said platted land, to be taken and understood as incorporating in all such conveyances, without repeating the same, the following covenants and restrictions ("Declaration") as being applicable to each Lot (as defined herein below) described herein, to-wit:

ARTICLE I  
Definitions

Section 1. Definitions. The following words and terms, when used in this Declaration, or any supplemental Declaration (unless the context clearly indicates otherwise) have the following meanings:

- (a) "Architectural Control Committee" shall mean the Architectural Control Committee appointed and empowered in Article IV of this Declaration.
- b) "Association" shall mean and refer to The Legends of Champaign Phase 1 Homeowners Association, which may be incorporated as an Illinois not for profit corporation.

(c) "Living Unit or living unit" shall mean and refer to any portion of any building situated upon a Lot designed and intended for use and occupancy as a residence by a single family.

(d) "Lot or lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final Subdivision plat.

(e) "Lot Owner" shall mean and refer to the record owner.

(f) "Member" shall mean every Person with an ownership interest in a lot.

(g) "Ownership interest in a lot" shall mean and refer to the interest held by any joint owner, tenant in common, joint tenant, co-owner of an individual interest in a lot, beneficiary of a title holding trust, or other Person who, in connection with other Persons, constitutes an owner, legal or equitable, and those with contractual rights in a lot acquired through an Agreement for Deed in Escrow or comparable escrowed conveyance arrangement.

(h) "Party Wall" shall mean a common wall which divides two living units.

(i) "Person" or "Persons" shall mean and include an individual or an entity, which shall include, without limitation, corporations, limited liability companies, limited liability partnerships, general partnerships, joint ventures, trust, business trusts, cooperatives, and associations, foreign or domestic, except that when the context otherwise requires, the term may refer to a single individual or other described entity.

(j) "Property or Properties" shall mean and refer to the subject property described in Exhibit A.

(k) "Subject Property" shall mean and refer to the property described in Exhibit A.

## ARTICLE II

### Membership and Voting Rights in the Association

Section 1. Membership. Every Person with an ownership interest in a Lot automatically and without further action, shall be a member of the Association.

Section 2. Associate Membership. Every Person who is entitled to possession and occupancy of any Lot or any Living Unit as a tenant or lessee of a Member, may be an Associate Member of the Association and as such, shall be privileged to use the common area (if any), subject to the rules & regulations of the Association. See Article VIII, Section 4 concerning restrictions on rental.

Section 3. Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each Lot (as defined in Item (g) of Section 1 of Article I) held in fee

simple: one vote. When more than one Person is a Lot Owner, the vote for such a Lot shall be exercised as the co-owners among themselves determine.

Section 4. Board of Directors/By-laws.

A. The Association shall have and possess all powers necessary to carry out the responsibilities of the Association set forth in this Declaration and shall operate through an elected Board of Directors ("Board"). The Board shall operate pursuant to by-laws adopted by the Board ("By-laws").

B. The Developer may organize the Association as a not-for-profit corporation under the laws of the State of Illinois at such time as determined by the Developer, in its sole discretion.

1. Membership. No Member shall be expelled or voting rights canceled by the Association, provided however that no Member shall be entitled to vote on any matter during such period of time as there is any default in the payment of any assessment on the lot in which the Member has an ownership interest.

2. Directors and Officers. The Developer shall appoint the officers and directors of the Association until 100% of the lots have been sold by Developer, or until twelve (12) years have passed since the sale of the first Lot by Developer, whichever occurs first. At that time a meeting of the Association shall be called for the election of at least three (3), but not more than five (5) directors to be selected by the Members.

ARTICLE III

Detention Basins and Entrance Signage

1. Detention Basin. Lots 100 and 129 of The Legends of Champaign Phase 1 are currently owned by the Developer and contain stormwater detention basins which serve other lots in the Subdivision. The Developer may convey such lots to parties who will own the underlying lots and the basins; subject to the restriction set forth herein and the stormwater easements reserved and dedicated for the benefit of such lot owners.

2. Permanent Sign Easement. The Developer has reserved a Permanent Sign Easement on Lot 133 The Legends of Champaign Phase 1, for the purpose of installing and maintaining an entrance sign for the The Legends of Champaign subdivisions and the apartments within the The Legends of Champaign subdivisions. The sign shall be constructed and maintained by the owner of MF Lots (as defined in the First Restatement and Second Amendment to Owner's Certificate of Dedication Restrictive Covenants for Champaign, The Legends of Champaign Phase 1 recorded on October 10, 2017 as Document No. 2017R19354) and may not be removed or altered without the consent of the Developer until all lots in the The Legends of Champaign subdivisions owned by the Developer have been sold by the Developer, at which time the owner of MF Lots shall have the right to remove or alter the sign without further consent from any lot owner of the The Legends of Champaign subdivisions.

3. Developer Right to Assess. The owners of Lots 100 and 129 of The Legends of Champaign Phase 1, and their successors and assigns (“Basin Owners” and each a, “Basin Owner”), shall be empowered to assess each individual applicable Lot for said Lot Owner’s proportionate share of the annual costs of maintenance of their respective basin, and operational costs (with a reasonable reserve). The assessment against each Lot so served by the respective basin shall be in equal amounts regardless of a Lot’s size. The amount of the annual assessment charged to each Lot Owner by the Basin Owners may not exceed the sum of \$150.00 per year, adjusted for inflation; provided the Basin Owners shall have the right to impose a special assessment in addition to the foregoing annual assessment in certain circumstances. If each respective Basin Owners determines that it is necessary to replace, repair or upgrade a basin, such Basin Owner may impose a special assessment against each individual Lot for said Lot Owner’s proportionate share of the special basin costs. The special assessment notice shall include reasonable detail of the proposed budget and estimated costs, and the respective Lot Owners shall pay the special assessment to the Basin Owner in a timely manner. The Basin Owners shall have the same rights provided in Article IV to collect assessments, including the right to record a lien on Lots for which Lot Owners have failed to pay assessments.

4.. Assignment of Rights by Developer. Developer shall have the right to sell, assign, transfer, or convey all of the rights of Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds, Champaign County. Developer may, from time to time, appoint a designated agent to act for Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative.

5. Limitation of Liability. In no event shall any action or inaction by Developer in regards to Developer’s powers or duties expressed herein constitute or give rise to any liability against Developer, provided such action or inaction does not constitute fraud or gross negligence.

#### ARTICLE IV Covenant for Annual and Special Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as otherwise set forth in this Declaration, by acquiring an ownership interest in any Lot, each Member and his, her or its heirs, executors, administrators, successors and assigns agree to pay the Association: (1) annual assessments, (2) special assessments, and (3) reimbursement assessments. Each Member shall be deemed to have consented to make such payments and to have agreed to all the terms and provisions of this declaration, whether or not a mention of such a provision was included in the contract, deed or other instrument by which he, she or it acquired an ownership interest in a lot. The annual, special, and reimbursement assessments of the Association, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and shall constitute a continuing lien upon the Lot and Living Unit against which each assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the Member who held such ownership interest at the time when the assessment fell due. In case more than one Person has an ownership interest in a lot, all of such Persons shall be jointly and severally liable.

Section 2. Purpose of Assessments.

A. The annual assessments levied by the Association shall be used to promote the health, safety, pleasure and welfare of the Members; to pay costs and expenses incident to the operation of the Association, including without limitation the painting, maintenance, repair and replacement of common areas (if any); the provision of services furnished by the Association, such as lawn care and snow removal; the payment of insurance premiums on all common areas (if any) and all other costs and expenses incidental to the operation and administration of the Association and its facilities. The costs incurred by the Developer for the operation, maintenance and repair of the watering system, plus a commercially reasonable rate of return (i.e. profit to Developer) shall be a common expense.

B. The special assessments shall be used to pay the cost of capital improvements or extraordinary maintenance, repair or replacement of property maintained or controlled by the Association, and to reimburse the Association costs that would otherwise be the obligation of specific Lot owners.

C. A "reimbursement assessment" shall be levied against any Member whose failure to comply with the covenants and restrictions herein, the rules & regulations herein or the Architectural Control Committee rules causes funds to be expended by the Association in performing its functions under the above-mentioned restrictions and rules. Such assessment shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended and shall be due and payable to the Association when levied.

Section 3. Budget Preparation.

A. The Association's Role:

1. The assessments of the Association for each Lot shall be such amount as determined by the Board in accordance with this Declaration and the By-laws.

2. The annual budget shall be prepared and distributed to each Lot owner not less than 30 days prior to the date of its adoption.

3. The Association shall give at least 10 days, but not more than 30 days written notice of any board meeting at which the proposed annual budget is to be adopted or new assessment established.

4. Annually, after the close of the Association's fiscal year, the Association shall supply each Lot owner an itemized accounting of the preceding year's receipts and disbursements, showing a tabulation of the amounts collected by unit, excess or deficit in each income and expense account, and the amount of reserves on hand by account.

Section 4. Period for Which Annual Assessments are Made. The period for which annual assessments of the Association are made shall be the twelve-month period extending from January 1 through the next succeeding December 31. Payments shall be made monthly in advance and shall be due the first day of each month. Payments not received by the 15<sup>th</sup> of the month when due shall bear a 10% late charge.

Section 5. List of Assessments, Notice of Assessments, Certificate as to Payment. The Board shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of Lots and all assessments applicable thereto, in alphabetical order, according to the name of the Lot owners thereof, which list shall be kept in the office of the Association and shall be open to inspection, upon request, by any member.

The Association shall, upon request of any member or of the mortgagee of any Lot, furnish a certificate in writing, signed by an officer of the Association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment. If the assessments are not paid promptly on the due date thereof, then such assessment shall become delinquent automatically and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the Lot against which it is levied and the living unit located on the Lot, which lien shall bind such Lot whether in the hands of the then owner or his, her or its heirs, executors, devisees, personal representatives, successors and assigns. The personal obligation of each member to pay such assessment, however, shall remain his, her, their or its personal obligation and shall not be a personal obligation of his, her, their or its successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment, the late payment charge, together with the interest on both at the rate of twenty percent (20%) per annum may be enforced and collected by the Association by the institution of an action at law against the Lot owner or member personally, or by an action to foreclose the lien against the Lot, and in any case and regardless of the method used, shall include court costs, service charges and attorney's fees, and all costs or advancements made in collection and/or foreclosure actions.

Section 7. Exempt Property. Notwithstanding anything contained in this Declaration to the contrary, the following properties subject to this Declaration shall be exempt from the Association (if the owner of such lot elects at such lot owner's sole discretion), assessments, charge, and lien created herein: (a) all common areas (if any), (b) all properties owned by the Developer until such properties are rented or leased by the Developer to a third party, and (c) Lots 100-104 and Lots 128-138 in The Legends of Champaign Phase 1 subdivision.



ARTICLE V  
Architectural Control Committee

Section 1. Creation. The Developer shall create an Architectural Control Committee consisting of three individuals appointed by the Developer.

Section 2. Vacancies. Vacancies in the Architectural Control Committee shall be filled by the Developer. When the Developer no longer owns any of the property, the Architectural Control Committee shall become self perpetuating, with vacancies filled by the remaining individuals on the Architectural Control Committee. The Architectural Control Committee may act through a designated agent, which designation may be made and revoked by written instrument, placed of record in the office of the Champaign County Recorder of Deeds.

Section 3. Review and Approval of Members' Plans and Specifications for Addition, Alterations or Changes to Structures.

A. Architectural Control Committee Authority.

1. The Developer may make alterations to the Lots, the living units, the common areas (if any), and/or the limited common elements without prior Architectural Control Committee review and approval.

2. The Association may make alterations to the common areas (if any), but only with prior Architectural Control Committee review and approval.

3. Any Lot owner may make alterations to limited common areas (if any) appurtenant to his or her Lot, but only with prior Architectural Control Committee review and approval.

4. Any Lot owner may make alterations to the exterior of any living unit and interior window treatments visible from the exterior, but only with the prior Architectural Control Committee review and approval.

5. Any Lot owner may make alterations to the interior of any living unit (other than interior window treatment visible from the exterior, any party wall or other common element within the unit) without prior Architectural Control Committee review and approval.

B. Within the scope of the Architectural Control Committee's authority, no building, dwelling, wall, fence, enclosure, dog run, storage shed, swimming pool, antenna, satellite dish, sidewalk, drive, tent, awning, sculpture, work of art, pole, hedge, tree, bush, garden, shrub, mass planting or other structure or excavation shall be commenced, erected, planted on, or removed from the property, nor shall any exterior addition to any such existing structure or change or alteration thereof, including painting or staining, be made until the plans and specifications thereof showing the nature,

species, kind, shape, height, color, materials and location of the same, with accurate references to Lot lines and showing proposed grading, drainage and methods of soil control, (or so much of that information as the Architectural Control Committee deems relevant) shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony and compatibility of its external design and location, with the surrounding structures and topography.

C. In approving or disapproving a proposal, the Architectural Control Committee shall consider:

1. The extent to which the proposal conforms to the Subdivision;
2. The extent to which the proposal conforms with this Declaration;
3. The extent to which the proposal is comparable with the existing and proposed use or uses of adjoining or nearby Lots and living units;
4. The extent to which the proposal is consistent with and enhances the overall quality of the development;
5. The extent to which maintenance and repair of the alteration or improvement will increase costs to the Association.

In the event the Architectural Control Committee fails to approve or disapprove any such proposal within forty-five (45) days after said plans and specifications have been fully submitted to it, or in any event, if no suit or other proceeding to enjoin or prevent the structure ninety (90) days from the completion thereof, approval will not be required and the provisions of this Section shall be deemed to have been waived with respect to such structure, addition, alteration or change.

D. The Architectural Control Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the Architectural Control Committee on such approval.

E. During any construction or alteration required to be approved by the Architectural Control Committee, any Person serving on the Architectural Control Committee or any agent of the committee shall have the right to enter upon and inspect, during reasonable hours, any part of the property embraced within the development or any 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.

F. The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, planting or any other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the Architectural Control

Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval. Neither the Architectural Control Committee nor any Person serving on the Architectural Control Committee, nor the Association, nor the Developer, 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 Architectural Control Committee, or the Association, or the present owner or Developer of the property.

G. Any title company or Person certifying, guaranteeing or insuring title to any Lot or portion of the property or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any Person serving on the Architectural Control Committee, or any agent thereof appointed in accordance with the provisions herein, and any certificate shall fully protect any purchaser or lender acting in good faith thereon.

H. Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Section shall not apply to the Developer on Lots owned by the Developer. Upon the sooner of 1) the initial construction and completion of all buildings and other improvements on the MF Lots, or 2) the sale of one hundred percent (100%) of all Lots owned by the Developer, the provisions of this Section shall not apply to the owner(s) of the MF Lots.

ARTICLE VI  
Responsibilities of the Association

Section 1. Operation and Expenses. From annual assessments, the Association may provide:

- A. Insurance, including liability and casualty on the common areas (if any) and improvements therein and officers and directors coverage for those serving on the Board and/or Architectural Control Committee;
- B. Professional services, including management, legal and accounting;
- C. Utilities charges on common areas (if any);
- D. Real estate tax on common areas (if any) assessed separately from Lots;
- E. Commercial refuse and garbage pick-up/disposal if not provided by the City;
- F. Reasonable reserves for contingencies;

G. Charges by the Developer for the watering system, information dissemination, i.e. fiber optic system.

Section 2. Maintenance. From annual assessments, the Association may provide:

A. Snow removal from driveways, sidewalks, private streets, parking areas located in the common areas (if any);

B. Lawn care in the common areas (if any), including maintenance of watering system; and,

C. Landscaping in the common areas (if any).

Section 3. Repair and/or Replacement. From annual and special assessments, the Association may provide for and/or establish reserves for the repair and replacement of:

A. Private streets, sidewalks, paths, parking areas, detention basin, storm sewers, tile collection system; street lights, phone cable in common areas (if any), TV cable in common areas (if any), and other private utilities, except sanitary sewer building service lines in the common areas (if any);

B. All landscaping in the common areas (if any):

C. All fencing;

D. Repair and/or replacement of fiber optic system.

Section 4. Roof, party wall, exterior of living units, sanitary sewer building service line, and patio at rear of each Lot. The Association may require the maintenance, repair or replacement of the roof, windows, party walls, exterior of any Living Unit, sanitary sewer building service line, patio at the rear of each Lot and any other lot or Living Unit on a lot in one of two ways:

A. By requiring the Lot owner to have the work done; in either case subject to the review and approval of the Architectural Control Committee; or

B. By levying a special assessment against the Lot on which the work is done and using the assessment to pay a contractor hired by the Association subject to the review and approval of the Architectural Control Committee.

Section 5. Necessary exterior repairs by Association occasioned by members' neglect. Every member, by the acceptance of a deed for the same, or by acceptance of title as devisee or heir, covenants that he, she or it will not permit the Lot, living unit or anything in the living unit to be maintained in other than good repair and in a safe, neat and attractive condition. In the event any such member shall fail to so maintain his or her or its lot or Living Unit and such

neglect, in the judgment of the Developer or the Board of the Association or the Architectural Control Committee, shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring properties, or should constitute a hazard to persons or property, the Developer, the Board of the Association, or the Architectural Control Committee may give notice of such conditions to the Lot owner, demanding that such conditions be abated within seven (7) days from the date the notice is sent. If the Lot owner does not rectify the condition at the end of such period, the Developer, the Association, or the Architectural Control Committee may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the Lot and living unit upon which the services are performed and shall be added to and become a special assessment or a "reimbursement assessment" to which such Lot and living unit is subject, and as part of such assessment, it shall be a lien and obligation of each member with an ownership interest in that Lot in all respects, except that payment for any work performed pursuant to this Section shall be due upon presentation to the Lot owner, either in person or by regular mail, of the invoice therefor. Default in prompt and full payment within fifteen (15) days from the date the invoice is sent to the Lot owner, shall entitle the Developer or the Association, to the annual dues plus an additional ten percent (10%) of the amount due. Payments not received within thirty (30) days shall bear interest at twenty (20%) percent per annum, which assessment, late charge and interest shall also constitute a lien upon the Lot or living unit and personal obligation to each such member, which may be collected as other delinquent assessments.

Section 6. Access to the Association at Reasonable Hours. For the purpose of performing maintenance, repair and replacement, the Developer, the Association and the Architectural Control Committee, through their authorized agents, servants, employees, or contractors, shall have the right to enter upon any Lot, and enter any living unit within the property at reasonable times and after reasonable notice.

Section 7. Acceptance of Property and Members. As development of the Subdivision progresses, the Developer from time to time may convey common areas (if any) to the Association. After the conveyance, responsibility for the common areas (if any) shall rest solely and exclusively with the Association.

Section 8. By-Laws and Rule Making. The Association may make, establish, promulgate, amend and repeal By-laws and rules & regulations for the Subdivision.

Section 9. Enforcement of Restrictions and Rules & Regulations. The Association will take such other action, whether or not expressly authorized herein, as may be reasonably necessary to enforce these covenants and restrictions herein, the By-laws and any rules & regulations of the Association.

## ARTICLE VII

### Miscellaneous Services Authorized

Section 1. Services Which May be Performed at the Option of the Developer or Association - Procedure. The Developer shall have the right to make such improvements and

provide such facilities in or on the common areas (if any) as it considers to be advantageous to the property and to the Lot owners, and the Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense. The Association, at its expense, also shall maintain and carry on the services instituted, from time to time, by the Developer for the benefit of the property and the Lot owners. The Association may furnish such services as the Board of the Association from time to time may determine which may include the following:

- A. To provide for the collection and removal of refuse, rubbish and garbage to each Lot or Living Unit owner, if necessary;
- B. To provide for the removal of snow, ice, leaves and debris from private streets and/or sidewalks, parking areas and common areas (if any);
- C. To contract with Developer for a lawn watering system and information dissemination (fiber optic) system;
- D. To provide for the repair, maintenance, replacement or enhancement of ornamental features or amenities beneficial to or providing aesthetic pleasure and enjoyment to members generally;
- E. To maintain and operate lights and lighting fixtures along the private streets, parks, parking areas, pedestrian ways, gateways and entrances and at such other places where lighting may be deemed advisable by the Association;
- F. To maintain and, where necessary (subject to the approval of governmental officials where required), provide signs for marking private streets, giving directions or warning of safety hazards;
- G. To employ and compensate qualified personnel for the purpose of providing such services as the Association or its board may deem necessary or desirable;
- H. To pay real estate taxes on the common areas (if any);
- I. To maintain all private streets and walks, private utilities and reasonable amenities, if any;
- J. To maintain the detention basin;
- K. To equip and maintain the club house.

All such work by the Association shall be subject to review by the Architectural Control Committee.

ARTICLE VIII  
Covenants and Use Restrictions Applicable to all Lots and Living Units

The covenants and restrictions set forth in this Article shall apply to all Lots and living units, except as otherwise set forth in this Declaration. Only Sections 10. Parking, and 17. Enforceability of Covenants below shall apply to the MF Lots; the remaining sections of this Article VIII shall not apply to MF Lots.

Section 1. Living Unit Quality and Size. It is the intent and purpose of this covenant that living units shall be of good quality and workmanship and that all materials substantially the same or better than those which can be produced on the date these covenants are recorded.

Section 2. Building Location. All structures shall be erected, altered, placed or permitted to remain only in accordance with approval by the Architectural Control Committee.

Section 3. No Trade or Business Conducted. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be maintained, conducted or permitted in any living unit.

Section 4. Rental Restrictions:

A. Unit Owners are prohibited from renting their living units for two years immediately following their purchase of their living unit except as hereinafter provided. The owner or a relative must occupy the living unit during the two-year period.

B. The purchase is deemed to have occurred on the date the deed is delivered, or in the case of an installment contract, on the date the installment contract is signed by the parties, whichever occurs first.

C. "Unit Owners", for purposes of this Article only, is defined to include only the owner of a fee interest in the unit, the owner of greater than a thirty percent beneficial interest in a land trust holding title to the unit, the trustee of the land trust, a mortgagee which has taken possession of the unit, a trustee in bankruptcy, and the administrator or the executor of the estate of a deceased unit owner.

D. The foregoing notwithstanding, any owner may rent to his relative. For purposes of this Article, "relative" is defined as including only the unit owner's spouse, parents, children, siblings, grandparents, brothers-in-law, sisters-in-law, mother-in-law, and father-in-law.

E. Mortgagees who take possession of a unit through foreclosure, or by a deed in lieu of foreclosure, are exempt from the two-year owner occupancy rule, but not from other rental limitation hereinafter stated.

F. After occupancy of his unit for two years, a unit owner may rent his unit to non-relatives for a maximum of one lease period of not greater than one year. Any such lease shall also count against the one lease period allowed to any subsequent purchaser of the unit who is a relative; in other words, relatives may not avoid the "one lease" limitation by transferring ownership to another relative.

G. This provision may be enforced by the Association or its Board, and violations may be remedied in any manner provided in this Declaration, the By-laws, or by Illinois law.

H. To avoid hardship to any unit owner, the Developer or Board of the Association may approve exceptions to these provisions. Requests for exceptions shall be made by the unit owner in writing, stating the extent or nature of the exception requested and the reasons therefor. In considering whether to grant an exception, the Developer or the Board shall consider the extent of the hardship to the unit owner and the extent to which the hardship may have been foreseen or avoidable by the unit owner. Difficulty in selling the unit shall ordinarily not be, in and of itself, considered justification for granting an exception. If a unit is being administered by any state, receiver or trustee in bankruptcy proceeding, the two-year owner occupancy rule shall not apply during the term of the legal proceedings as long as the estate administrator, executor, receiver, or trustee makes a good faith effort to secure court approval of the sale of the unit and makes a good faith effort to sell the unit.

Section 5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used at any time as a residence, either temporarily or permanently

Section 6. Signage. No sign of any kind shall be displayed to the public view except standardized signs approved and erected by the Developer or the Association. No other "For Sale" or "For Rent" signs shall be permitted.

Section 7. Yard Encroachments. No fence, storage structure, garage, satellite dish, play house, dog run or pen or other temporary or permanent structure shall be erected or maintained on the property except with prior written approval of the Architectural Control Committee.

Section 8. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any living unit, common areas (if any), or limited common areas (if any) so as to render such property Lot or portion thereof unsanitary, unsightly, offensive or detrimental to other owners. No noxious or offensive activity shall be initiated, allowed or undertaken on any Lot or in the living units or the common areas (if any), nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. No exterior speakers, horns, whistles or bells or other sound devices shall be located, used or placed on a living unit except those required for one audible alarm attached to a complete in-house security system.



Section 9. Pets. No animals or birds other than a reasonable number of generally recognized house pets shall be maintained in any living unit, and then only if they are kept solely as household pets and not for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No exterior structure for the care, housing or confinement of any pets shall be permitted. No pets shall be allowed on the common areas (if any) except as may be permitted by the rules & regulations of the Association. Upon the request of any owner, the Board of the Association shall determine, in its sole discretion, whether, for the purpose of this paragraph, a particular animal or bird shall be considered a house pet or a nuisance.

Section 10. Parking.

A. No trailers, trucks, recreational vehicles, boats or other motor vehicles, except passenger cars, shall be parked on the property for more than twenty-four (24) hours, unless said boat, trailer, trucks, recreational vehicle, or other motor vehicle is parked in the garage within the living unit.

B. Garage doors shall be kept closed except when opened to permit the ingress or egress of vehicles.

C. Garages shall be maintained to allow the storage of automobiles. No garage shall be converted to living space.

D. All Lot Owners shall provide and use at all times off-street parking for the number of automobiles in use by the Lot Owner or residents of the Lot. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways as well as private driveways. For single family dwellings, automobiles shall regularly be parked in garages, not in the driveway leading to garages. No disabled automobiles shall be stored on a Lot except within a garage concealed from view. For MF Lots, residents' automobiles shall be parked in parking spaces within the MF Lot parking lots.

Section 11. Insurance. Each owner shall at all times keep his respective living unit fully insured for the insurance replacement cost thereof with coverage as provided above and shall name the other units of the dwelling structure as additional insureds under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner upon request from another in the same structure or the Association shall deliver to said other owner or the Association a certificate evidencing such insurance coverage and evidence of a premium payment and that the policy remains in full force and effect. Each owner of a living unit shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any living unit which will increase the premium rate of insurance on the dwelling structure applicable for a residential use. No Lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of the law.

Section 12. Easements.

- A. The common areas (if any) shall be subject to utility easements;
- B. The Lots within the foundation perimeter shall be subject to easements.

1. For Utilities.

(a) in utility easements of record and as provided in the annexed plat; and

(b) The owner of any utility utilizing or any other Person utilizing the easements granted hereby shall exercise ordinary care in the performance of installation, maintenance and repair and shall restore any damage to landscape or improvements to substantially the same condition as existed on the original date of occupancy.

2. For Encroachments. In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any living units, any part thereof encroaches or shall thereafter encroach upon any part of any other living unit or Lot, or if by reason of the ducts or conduits serving more than one living unit encroach or shall thereafter encroach upon any part of any other living unit or Lot, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building containing the same remains standing; provided however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurs as a result of the willful conduct of said owner. Easements shall be declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of Lot lines.

Section 13. Use and Occupancy Restrictions:

A. Interior Maintenance and Repair. The member shall be responsible for the maintenance and/or repair of all of his, her or its living unit that is not specifically designated as a collective responsibility of the owners of the building structure. By way of example and not limitation, all interior maintenance shall be the sole responsibility of the members who own an interest in that particular Lot.

B. Exterior Appearance. No member shall change the exterior appearance of his, her or its living unit except with the prior approval of the Architectural Control Committee and in that event, with the work performed by the Association or contractor approved by the Association.

Section 14. 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 or more living units shall at all times be considered party walls, and each of the owners 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 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 that follow:

A. No Lot owner, nor any successor in interest, shall have the right to extend said party wall in any manner either in length, height or thickness.

B. No Lot owner shall do anything to disturb the right of any other owner to use such party wall.

C. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of such living unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall, unless the Architectural Control Committee authorizes otherwise.

D. The foregoing provisions of this article notwithstanding, the owner of any living unit or other interested party shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 15. Obligation to Rebuild.

A. In the event of damage or destruction by fire or other casualty of any living unit or any portion thereof, the owner or owners from time to time of any such living unit or units covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such living units, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of such dwelling structures and are not required to be built and plans for such shall be subject to the review and approval of the Architectural Control Committee. In the event of the total or substantial destruction

of the exterior of the building structures to be rebuilt and the materials to be used shall be subject to approval of the Architectural Control Committee.

B. In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to herein above, to perform the necessary repair or rebuilding, the Association, the owner(s) of the remainder of the dwelling, structure or any unit owner therein shall, in the manner described in this covenant, be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as approved by the Association. The entity performing the work shall have a continuing lien on that living unit and Lot and 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;
2. Interest at the prime rate of the Wall Street Journal as in effect from time to time from the date of payment of such costs; and
3. Reasonable attorney fees and any court costs or other expenses or charges incurred in connection therewith, which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees and any assign. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such entity described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

#### Section 16. Common Obligations and Expenses.

##### A. Utility Maintenance Responsibility

1. Water. A separate private water service shall be provided and maintained from a public main to each living unit. Maintenance responsibility shall be the Lot owner's.

2. Sanitary Sewer/Building Sewer/Wastewater Pipe & Common Tile System.

(a) Within any Lot, maintenance responsibility shall be the Lot owner's responsibility.

(b) Outside any Lot to the public sanitary sewer or public storm sewer, the maintenance responsibility shall be the obligation of the Lot owner.

3. Others. As established at the time of initial installation or as the owners of all the living units in a dwelling structure agree.

B. Emergency Repair. In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line or common tile system, catastrophic damage to any living unit or other condition which creates an immediate threat to life, health or property, the owner of any living unit so advised of such circumstances shall, if reasonably possible, notify other unit owner(s) in the same dwelling structure and the Association. But in the event immediate corrective action is necessary, any unit owner shall have the authority to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line or tile system, make the property weather tight or take other action to preserve life and property.

Section 17. Enforceability of Covenants. In the event that a Lot owner fails to perform any obligations set forth in this Declaration, the remaining Lot owner(s) in the same dwelling structure and the Association may take action to enforce such obligation in the following manner:

A. Written notice shall be given to such alleged defaulting Lot owner, setting forth the alleged default.

B. If the alleged defaulting Lot owner has not taken steps to correct such default or if such Lot owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the Association or the remaining dwelling Lot owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in the covenants and restrictions set forth herein. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.

C. Notice hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.

D. In the event any work is performed or caused to be performed by the Association or a Lot owner upon another owner's Lot pursuant to the terms of this Article, and the failure of the owner to perform as required hereunder, the entity contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the entity performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefor as provided in the covenants and restrictions set forth herein.

E. Enforcement shall be by proceedings at law or in equity against any Person or Persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

F. Lots and units owned by the owner or Developer shall be exempt from the obligations, responsibilities, dues, fees, assessments and other obligations of this Article.

Section 18. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each owner for his Lot. In the event that for any year such taxes are not separately taxed to each owner but are taxes on the real estate as a whole, then each owner shall pay his proportionate share thereof.

Section 19. Separate Mortgages. Each owner shall have the right, subject to the provisions herein, to make separate mortgages or encumbrances on his respective Lot.

Section 20. Zero Lot Line. Developer, in the Developer's sole discretion may consider the Lots for Zero Lot Lines or single family dwellings. For purposes herein, (a) "Zero Lot Line" shall mean and refer to a form of construction and ownership in which one living unit on a Lot is attached to one or more other living units on separate Lots by one or more common walls (party walls); (b) "single family dwellings" shall mean a dwelling which may be separate and detached dwelling or duplex dwelling designed and constructed for residential use of one and only one household per dwelling.

Section 21. Fencing. Developer reserves the right to install a perimeter fence to the Subdivision. Developer has approved the following fencing types for all Lots: black or bronze ornamental fencing. Fencing shall not exceed a maximum height of six feet (6') except fences surrounding in-ground swimming pools which shall be the height required by City of Champaign ordinance. No dog runs of any kind shall be permitted in the Subdivision. All fencing must meet these approved fencing specifications.

## ARTICLE IX General Provisions

Section 1. Duration. The covenants and restrictions set forth in this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, and the owners of any Lot subject to this Declaration, their respective successors, assigns, heirs, executors, administrators, and personal representative, for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the Champaign County Recorder of Deeds, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds of the Lot owners at the time of the expiration of the initial period, or of any extension period, shall sign and record an instrument, or instruments, in which they shall agree to change said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed by regular post, with postage prepaid, addressed to the member or owner at the last known post office address of the Person who appears as a member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot or living unit shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address.

Section 3. Amendment. These covenants may be amended by the agreement of the following:

A. The Developer, provided it owns any part of the property, and subject to Article IX, Section 3B below; or

B. The Developer and two-thirds (2/3) of the Lot owners after 85% of the Lots have been sold;

C. Two-thirds (2/3) of the Lot owners after the Developer owns none of the property.

Any amendment shall be in writing and made of record by recording a copy thereof in the office of the Champaign County Recorder of Deeds.

Section 4. Enforcement. Enforcement of any provision within this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any Person or Persons, firm or corporation violating or attempting to violate or circumvent any such covenant or restriction. Such suit may seek an injunction to prevent such violation or threatened violation or may seek to recover damages, or may seek to enforce any lien created by this Declaration in any covenant herein contained, or may take any other form authorized by law. Failure by the Association or any owner or member to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. The City of Champaign shall have the right, but not the obligation, to institute appropriate legal proceedings to effect the enforcement of these covenants.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, this Declaration is signed the 8th day of February, 2022.

THE LEGENDS OF CHAMPAIGN, LLC  
An Illinois limited liability company

By: [Signature]  
Name: William Peifer  
Title: Manager

STATE OF ILLINOIS                    )  
  )SS  
COUNTY OF CHAMPAIGN            )

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Peifer, who is personally known to me to be a Manager of THE LEGENDS OF CHAMPAIGN, LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as a Manager of said company, as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal this 8th day of February, 2022.

[Signature]  
Notary Public





EXHIBIT A

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 127B IN THE LEGENDS OF CHAMPAIGN PHASE 1, RECORDED AS DOCUMENT NUMBER 2008R03385 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PALMER DRIVE, AS SHOWN ON A RIGHT-OF-WAY PLAT BY BRYAN BRADSHAW, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3738, AND RECORDED AS DOCUMENT NUMBER 2021R25541 IN THE OFFICE OF SAID RECORDER. FROM SAID POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 25 MINUTES 23 SECONDS WEST 95.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF PALMER DRIVE; THENCE SOUTHWESTERLY 39.27 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF PALMER DRIVE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET AND THE 35.36 FOOT CHORD OF SAID ARC BEARS SOUTH 45 DEGREES 25 MINUTES 23 SECONDS WEST TO THE NORTH RIGHT-OF-WAY LINE OF LEGENDS DRIVE; THENCE NORTH 89 DEGREES 34 MINUTES 37 SECONDS WEST 243.13 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LEGENDS DRIVE; THENCE SOUTHWESTERLY 125.66 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LEGENDS DRIVE AND THE WEST RIGHT-OF-WAY LINE OF PALMER DRIVE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 80.00 FEET AND THE 113.14 FOOT CHORD OF SAID ARC BEARS SOUTH 45 DEGREES 25 MINUTES 23 SECONDS WEST; THENCE SOUTH 00 DEGREES 25 MINUTES 23 SECONDS WEST 544.57 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF PALMER DRIVE; THENCE NORTH 89 DEGREES 34 MINUTES 37 SECONDS WEST 120.00 FEET TO THE SOUTHEAST CORNER OF LOT 100 IN SAID LEGENDS OF CHAMPAIGN PHASE 1; THENCE NORTH 00 DEGREES 25 MINUTES 23 SECONDS EAST 544.57 FEET ALONG THE EAST LINE OF SAID LOT 100; THENCE NORTHEASTERLY 314.16 FEET ALONG SAID EAST LINE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 200.00 FEET AND THE 282.84 FOOT CHORD OF SAID ARC BEARS NORTH 45 DEGREES 25 MINUTES 23 SECONDS EAST; THENCE NORTH 89 DEGREES 34 MINUTES 37 SECONDS EAST 148.13 FEET ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF SAID LOT 127B IN THE LEGENDS OF CHAMPAIGN PHASE 1; THENCE CONTINUE NORTH 89 DEGREES 34 MINUTES 37 SECONDS EAST 120.00 FEET ALONG THE SOUTH LINE OF SAID LOT 127B TO THE POINT OF BEGINNING, CONTAINING 2.84 ACRES, MORE OR LESS.

Exhibit A

DECLARATION OF OWNERSHIP AFFIDAVIT

I, William A. Peifer, managing member of The Legends of Champaign, LLC, being first duly subscribed and sworn under oath, state that I/we am/are the owner(s) of real property located in Champaign, Champaign County, Illinois, which said property is located in Champaign County, Illinois, more particularly described as:

See Attached


My/our ownership of this property is evidenced through documents filed with the Champaign County Recorder and/or the Champaign County Circuit Clerk. The said documents bear the following document and/or case numbers, give a description of my/our ownership, and were filed on the following date(s):

Document/Case Number                      Title of Document                      Date Filed/Recorded

2007R17565                                      Warranty Deed                                      07/05/2007

\_\_\_\_\_  
\_\_\_\_\_

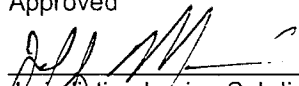
Dated this 16 day of AUGUST, 2021.

  
\_\_\_\_\_  
Owner's Signature  
(Add additional lines as needed)

STATE OF ILLINOIS                      ) SS:  
COUNTY OF CHAMPAIGN \_\_\_\_\_ )

Subscribed and sworn to before, a Notary Public, this                      day of

Carrie C Fairchild  
\_\_\_\_\_  
Notary Public

Approved  
  
\_\_\_\_\_  
Jurisdiction having Subdivision Approval Authority  
Respecting subject parcel

Date: 3-24-2022



Owner: The Legends of Champaign, LLC  
William A. Peifer, Managing Member  
4120 Belmont Point  
Champaign, IL 61822  
(217) 355-1202  
[bill@signature.ws](mailto:bill@signature.ws)

A part of the Southeast Quarter of Section 29, Township 19 North, Range 8 East of the Third Principal Meridian, in Champaign County, Illinois, more particularly described as follows:

Beginning at the Southwest corner of said Southeast Quarter; From said point of beginning, thence North  $00^{\circ}23'08''$  West, 1325.66 feet along the West line of said Southeast Quarter to the Southwest corner of the Northwest Quarter of said Southeast Quarter; thence South  $89^{\circ}32'47''$  East, 1321.86 feet along the South line of the Northwest Quarter of said Southeast Quarter to the Southeast corner thereof; thence North  $00^{\circ}26'43''$  West, 675.52 feet along the East line of the Northwest Quarter of said Southeast Quarter; thence South  $89^{\circ}37'42''$  East, 1321.12 feet parallel with the North line of said Southeast Quarter to the East line of said Southeast Quarter; thence South  $00^{\circ}30'18''$  East, 6.76 feet along the East line of said Southeast Quarter; thence North  $89^{\circ}28'37''$  West, 720.39 feet; thence South  $00^{\circ}30'18''$  East, 1279.89 feet parallel with the East line of said Southeast Quarter; thence North  $89^{\circ}27'52''$  West, 579.40 feet parallel with the South line of said Southeast Quarter; thence South  $00^{\circ}31'18''$  East, 720.11 feet to the South line of said Southeast Quarter; thence North  $89^{\circ}27'52''$  West, 1346.97 feet along said South line to the point of beginning, in Champaign County, Illinois.

EXCEPT that portion of land located within The Legends of Champaign Phase 1 recorded as Document Number 2008R03385 in the Office of the Recorder of Champaign County, Illinois

ALSO EXCEPT part of the Southeast Quarter of Section 29, Township 19 North, Range 8 East of the Third Principal Meridian, in Champaign County, Illinois, more particularly described as follows:

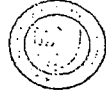
Beginning at the Southwest corner of Lot 128 in The Legends of Champaign Phase 1 recorded as Document Number 2008R03385 in the Office of the Recorder of Champaign County, Illinois. From said point of beginning, thence South 89 degrees, 28 minutes, 37 seconds East 363.77 feet along the South line of said Lot 128 to the Southeast corner thereof; thence South 00 degrees, 30 minutes, 18 seconds East 375.16 feet; thence North 89 degrees, 27 minutes, 52 seconds West 579.40 feet; thence South 00 degrees, 31 minutes, 18 seconds East 670.10 feet to a point 50.00 feet distant at right angles from the South line of said Southeast Quarter; thence North 89 degrees, 27 minutes, 52 seconds West 151.45 feet along a line 50.00 feet North of and parallel with the South line of said Southeast Quarter; thence North 00 degrees, 31 minutes, 23 seconds East 844.93 feet; thence Northeast 31.42 feet along the arc of a curve concave to the Southeast having a radius of 20.00 feet and the 28.28 foot chord of said arc bears North 45 degrees, 31 minutes, 23 seconds East; thence South 89 degrees, 28 minutes, 37 seconds East 243.13 feet; thence Northeast 133.52 feet along the arc of a curve concave to the Northwest having a radius of 85.00 feet and the 120.21 foot chord of said arc bears North 45 degrees, 31 minutes, 23 seconds East to the Southerly extension of the West line of said Lot 128; thence North 00 degrees, 31 minutes, 23 seconds East along said Southerly extension 95.00 feet to the Point of Beginning, situated in Champaign County, Illinois.

---

3

HATCH LAW FIRM  
115 North Neil Street  
Champaign, IL 61820  
PH (217) 356-2577  
FAX (217) 351-1771

Champaign County Real Estate Transfer Tax



\$ 675.<sup>50</sup>



\* 2 0 0 7 R 1 7 5 6 5 2 \*

2007R17565

RECORDED ON  
07/05/2007 02:01:55PM

CHAMPAIGN COUNTY

RECORDER

BARBARA A. FRASCA

REC FEE: 25.00

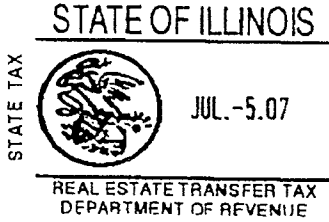
RHSPS Fee: 10.00

REV FEE: 2026.50

PAGES 3

PIAT ACT: 0

PIAT PAGE:



# 000029716	REAL ESTATE TRANSFER TAX
	0135100
	FP 102811

**WARRANTY DEED**

THE GRANTOR FRANCIS J. BARKER II, who is not married,  
 \_\_\_\_\_ of the Township of  
Scott, in the County of Champaign, and the State of Illinois for  
 and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, **CONVEYS AND**  
**WARRANTS** to the GRANTEE THE LEGENDS OF CHAMPAIGN, LLC, an Illinois Limited Liability  
 Company, \_\_\_\_\_ of the  
City of Champaign, County of Champaign and the State  
 of Illinois, the following described real estate:

The property described on Exhibit A attached hereto.

PIN#: Part of 03-20-29-400-002

Common Address: Farmland in Champaign Township, Champaign County, Illinois

(THIS FORM IS CONTINUED ON THE OTHER SIDE AND SHOULD BE TYPEWRITTEN)



EXHIBIT A

A part of the Southeast Quarter of Section 29, Township 19 North, Range 8 East of the Third Principal Meridian, in Champaign County, Illinois, more particularly described as follows:

Beginning at the Southwest corner of said Southeast Quarter. From said point of beginning, thence North  $00^{\circ}23'08''$  West, 1325.66 feet along the West line of said Southeast Quarter to the Southwest corner of the Northwest Quarter of said Southeast Quarter; thence South  $89^{\circ}32'47''$  East, 1321.86 feet along the South line of the Northwest Quarter of said Southeast Quarter to the Southeast corner thereof; thence North  $00^{\circ}26'43''$  West, 675.52 feet along the East line of the Northwest Quarter of said Southeast Quarter; thence South  $89^{\circ}37'42''$  East, 1321.12 feet parallel with the North line of said Southeast Quarter to the East line of said Southeast Quarter; thence South  $00^{\circ}30'18''$  East, 6.76 feet along the East line of said Southeast Quarter; thence North  $89^{\circ}28'37''$  West, 720.39 feet; thence South  $00^{\circ}30'18''$  East, 1279.89 feet parallel with the East line of said Southeast Quarter; thence North  $89^{\circ}27'52''$  West, 579.40 feet parallel with the South line of said Southeast Quarter; thence South  $00^{\circ}31'18''$  East, 720.11 feet to the South line of said Southeast Quarter; thence North  $89^{\circ}27'52''$  West, 1346.97 feet along said South line to the point of beginning, in Champaign County, Illinois.

TAX CERTIFICATE

LEGAL DESCRIPTION

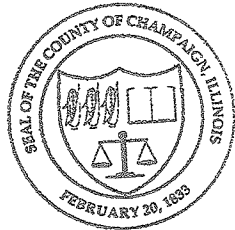
STATE OF ILLINOIS            )  
  )  
COUNTY OF CHAMPAIGN    )

I, THE UNDERSIGNED, COUNTY CLERK OF CHAMPAIGN COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED AS FOLLOWS:

[see Exhibit A attached hereto and incorporated by reference herein]

Part of Permanent Index Number: 46-20-29-451-002.

DATED THIS 7 DAY OF February, 2022.



*Aaron Ammons*

\_\_\_\_\_  
COUNTY CLERK  
CHAMPAIGN COUNTY, ILLINOIS

## EXHIBIT A

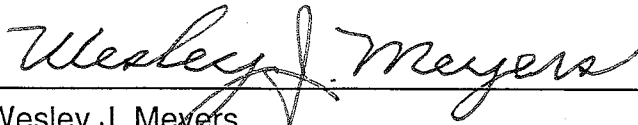
A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 127B IN THE LEGENDS OF CHAMPAIGN PHASE 1, RECORDED AS DOCUMENT NUMBER 2008R03385 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PALMER DRIVE, AS SHOWN ON A RIGHT-OF-WAY PLAT BY BRYAN BRADSHAW, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3738, AND RECORDED AS DOCUMENT NUMBER 2021R25541 IN THE OFFICE OF SAID RECORDER. FROM SAID POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 25 MINUTES 23 SECONDS WEST 95.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF PALMER DRIVE; THENCE SOUTHWESTERLY 39.27 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF PALMER DRIVE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET AND THE 35.36 FOOT CHORD OF SAID ARC BEARS SOUTH 45 DEGREES 25 MINUTES 23 SECONDS WEST TO THE NORTH RIGHT-OF-WAY LINE OF LEGENDS DRIVE; THENCE NORTH 89 DEGREES 34 MINUTES 37 SECONDS WEST 243.13 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LEGENDS DRIVE; THENCE SOUTHWESTERLY 125.66 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LEGENDS DRIVE AND THE WEST RIGHT-OF-WAY LINE OF PALMER DRIVE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 80.00 FEET AND THE 113.14 FOOT CHORD OF SAID ARC BEARS SOUTH 45 DEGREES 25 MINUTES 23 SECONDS WEST; THENCE SOUTH 00 DEGREES 25 MINUTES 23 SECONDS WEST 544.57 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF PALMER DRIVE; THENCE NORTH 89 DEGREES 34 MINUTES 37 SECONDS WEST 120.00 FEET TO THE SOUTHEAST CORNER OF LOT 100 IN SAID LEGENDS OF CHAMPAIGN PHASE 1; THENCE NORTH 00 DEGREES 25 MINUTES 23 SECONDS EAST 544.57 FEET ALONG THE EAST LINE OF SAID LOT 100; THENCE NORTHEASTERLY 314.16 FEET ALONG SAID EAST LINE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 200.00 FEET AND THE 282.84 FOOT CHORD OF SAID ARC BEARS NORTH 45 DEGREES 25 MINUTES 23 SECONDS EAST; THENCE NORTH 89 DEGREES 34 MINUTES 37 SECONDS EAST 148.13 FEET ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF SAID LOT 127B IN THE LEGENDS OF CHAMPAIGN PHASE 1; THENCE CONTINUE NORTH 89 DEGREES 34 MINUTES 37 SECONDS EAST 120.00 FEET ALONG THE SOUTH LINE OF SAID LOT 127B TO THE POINT OF BEGINNING, CONTAINING 2.84 ACRES, MORE OR LESS.



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

I, Wesley J. Meyers, Illinois Professional Land Surveyor No. 2803, hereby state that I have prepared the plat of "**The Legends of Champaign Phase 3**" in the City of Champaign, Champaign County, Illinois. I authorize the First Community Title Services to act as my agent in presenting this plat to the Champaign County Recorder for recording.



Wesley J. Meyers  
FARNSWORTH GROUP, INC.  
Illinois Professional Land Surveyor No. 2803

Date: 2-09-2022

