

2004R33473

RECORDED ON

10/20/2004 02:11:52PM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 84.00

REV FEE:

PAGES: 24

PLAT ACT:

Boulder Ridge Second Sub

Date: 10-8-04

Instrument: Plat

Description: SW 1/4 + SE 1/4 4-19-8

Return to: B K B Engineering

Fee: _____

44

OWNER: WELT LANE SURFING, LLC
SUBJECT: 10/18/04
DATE: 10/18/04
BY: [Signature]
SCALE: 1" = 100'

THE NORTH POLE OBSERVATION
0 80 160 240
GRAPHIC SCALE

FINAL PLAT

BOULDER RIDGE SECOND SUBDIVISION

AN ADDITION TO THE CITY OF CHAMPAIGN,
CHAMPAIGN COUNTY, ILLINOIS
A PART OF THE SW 1/4 & SE 1/4 OF
SEC. 4, T.10N., R.8E., 3rd P.M.

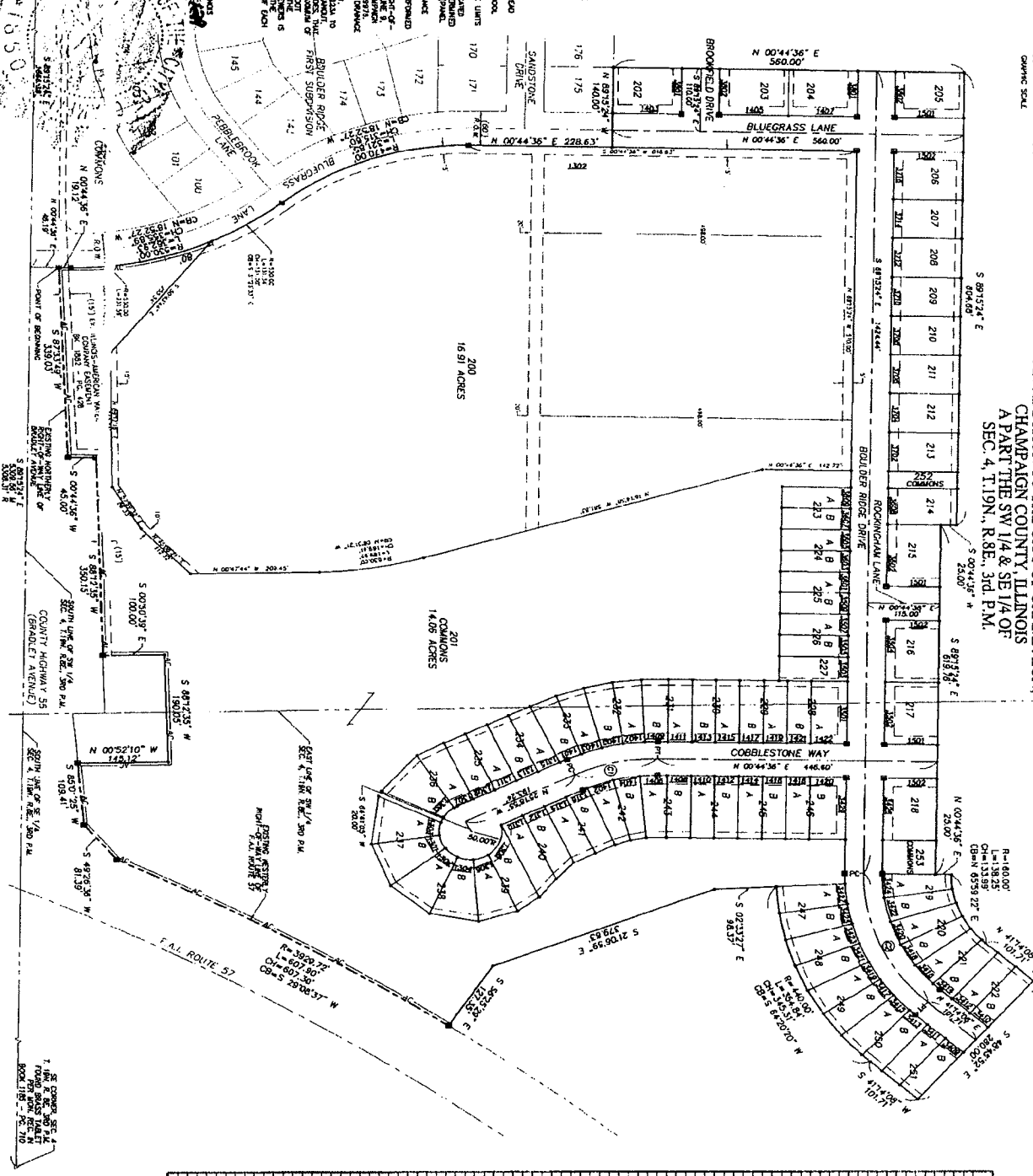
CENTRAL LINE CURVE TABLE			
STATION	CHORD BEARS	CHORD BEARS	CHORD BEARS
10+00.00	100.00	100.00	100.00
10+20.00	200.00	200.00	200.00
10+40.00	400.00	400.00	400.00
10+60.00	600.00	600.00	600.00
10+80.00	800.00	800.00	800.00
11+00.00	1000.00	1000.00	1000.00
11+20.00	1200.00	1200.00	1200.00
11+40.00	1400.00	1400.00	1400.00
11+60.00	1600.00	1600.00	1600.00
11+80.00	1800.00	1800.00	1800.00
12+00.00	2000.00	2000.00	2000.00

10/20/04

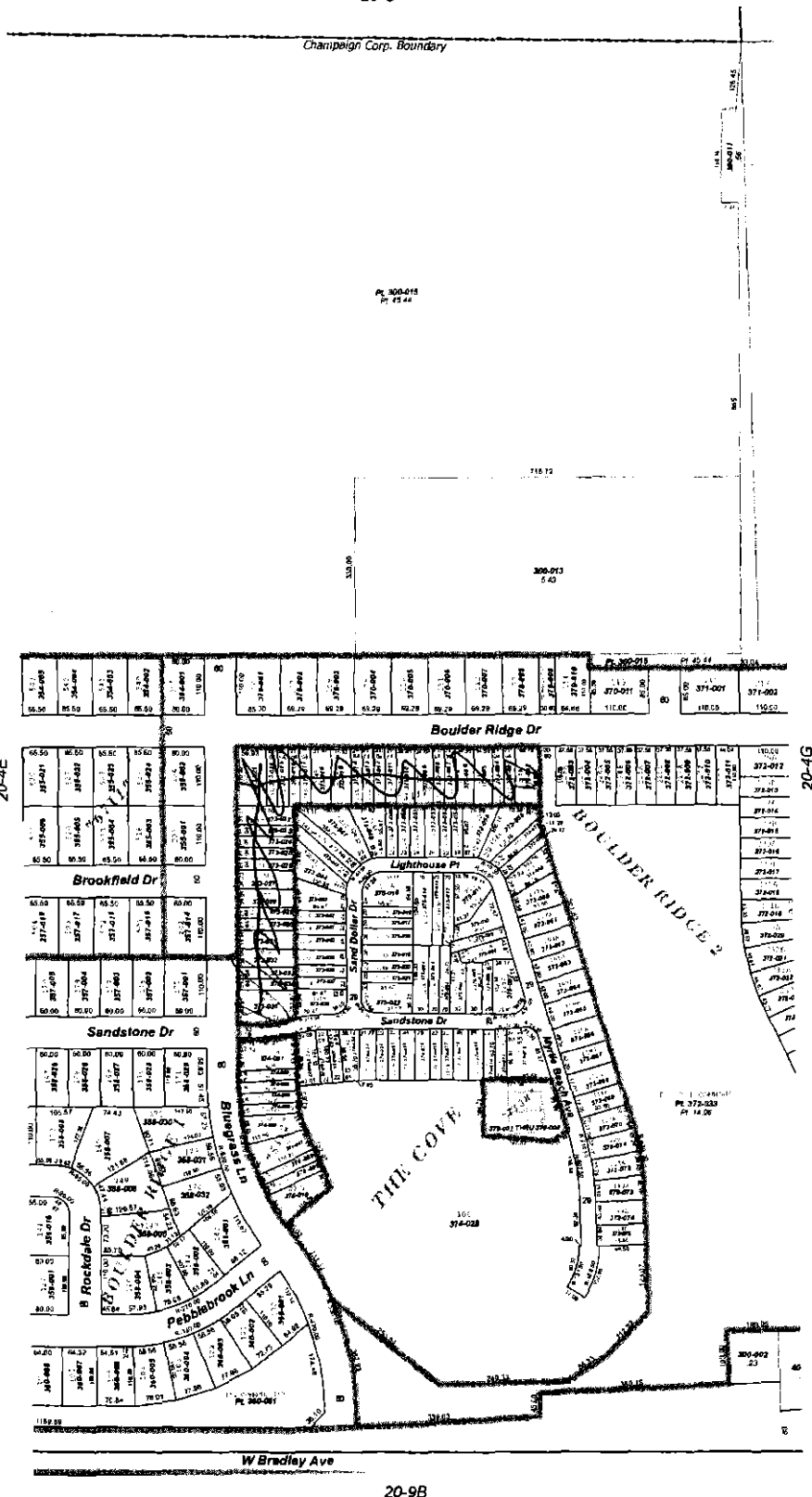
- OWNER: WELT LANE SURFING, LLC
SUBJECT: 10/18/04
DATE: 10/18/04
BY: [Signature]
SCALE: 1" = 100'

- NOTES:
1. ALL ELEVATIONS ARE BASED ON THE NORTH POLE OBSERVATION.
2. THE SUBDIVISION IS LOCATED WITHIN THE NORTH POLE OBSERVATION.
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20. THE SUBDIVISION IS LOCATED WITHIN THE NORTH POLE OBSERVATION.

APPROVED:
THE CITY OF CHAMPAIGN, ILLINOIS
DATE: 10/18/04
BY: [Signature]
SCALE: 1" = 100'



LOT	AREA	PERCENTAGE
100	1.00	1.00
101	1.00	1.00
102	1.00	1.00
103	1.00	1.00
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250	1.00	1.00



City of Champaign Twp.
E 1/2 SW 1/4 SEC. 4 T19N. R8E.

SCALE: 1" = 200'

20-4F

A REPLAT OF LOTS 2000 - 2007 OF
COVE AT BOULDER RIDGE
CITY OF CHAMPAIGN, ILLINOIS

2005R31291

RECORDED ON
/14/2005 02:19.12PM
CHAMPAIGN COUNTY

REORDER
BARBARA A FRASCA
REC FEE: 73.00

REV FEE
PAGES 11

PLAT ACT. 1
TO DRUGS EAST. WHICH
PLAT PAGE. 1

REINFORCING REBAR WITH PLASTIC CAP

ING KLEBAR WITH PULSING CAP
IN CONCRETE

BY THE CITY OF CHAMPAIGN

SURVEYOR'S DECLARATION
I HAVE SURVEYED AND PREPARED THIS PLAT OF THE FOLLOWING DESCRIBED TRACTS OF PROPERTY
ALL OF LOTS 2000-2007 INCLUSIVE IN COVE AT HOLLER RIDGE RECORDED AS DOCUMENT NO
2058802(3) IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS

[illegible]

THIS PROPERTY LIES WITHIN ZONE C. AREAS OF MINIMAL FLOODING ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR CHAMPAIGN COUNTY, ILLINOIS. COMMUNITY PANEL NO. 10084-0180-B WITH AN EFFECTIVE DATE OF MARCH 1, 1984.

WITNESS MY HAND AND SEAL THIS 3RD DAY OF OCTOBER 2005 A.D.

TARNSWORTH GROUP, INC.
 1819 SOUTH NEE STREET
 CHAMPAIGN IL 61820

BY CHAD E. WALLACE
PROFESSIONAL LAND SURVEYOR NO. 1521

APPROVED
THE CITY COUNCIL OF THE CITY OF CHAMPAIGN

BILL NO 2005-130DATE 05.17.05

Gerald R. Schwan

13 JUL 1964
F. Robert
(MAYOR)

REPORT (CITY CLERK)

Page 10

Farnsworth
GROUP

1519 S. NEL STREET SUITE F
CHAMPAIGN ILLINOIS 61820
(217) 352-7406 / (217) 352-7409 FAX

www.fw.com

Design	CEW	Date	10-03-05
Chemical	13	Book No.	CL188

DATE: 04/06/01 BY: [Signature] P. 01





* 2 0 0 5 R 3 1 2 9 1 *

2005R31291

RECORDED ON
10/14/2005 02 19:12PM
CHAMPAIGN COUNTY
RECORDER
BARBARA A FRASCA
REC FEE 73 00
RHSPS Fee. 10 00
REV FEE
PAGES 11
PLAT ACT:
PLAT PAGE 1

Prepared by and return to
Kelly E Ford
Lietz Banner Ford LLP
1605 S State St, Ste 103
Champaign, IL 61820
(217) 353-4900

Above Space for Recorder's Use Only

**ASPEN GOLD SUBDIVISION
A REPLAT OF LOTS 2000-2007 OF COVE AT
BOULDER RIDGE SUBDIVISION
CITY OF CHAMPAIGN,
CHAMPAIGN COUNTY, ILLINOIS**

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

BENTLEY CONTRACTORS CORP., an Illinois corporation, and **BRADY BOULDER RIDGE, LLC.**, an Illinois limited liability company, being the sole owners of the real estate hereinbefore described in the surveyor's certificate on the face of the plat for Aspen Gold Subdivision, Champaign County, Illinois, has caused the same to be surveyed by Chad E Wallace, Illinois Professional Land Surveyor No 3521, and has subdivided said real estate into Lots, streets, and commons, said subdivision to be known as Aspen Gold Subdivision

Each of said Lots in said subdivision on which there appears a broken line designated as "easement line," which is hereby dedicated to the public for public general utility and drainage purposes for the installation and maintenance of gas, telephone and power lines, water and sewers, drainage and any other utilities which may be needed for the benefit of any or all of the Lots in said subdivision and for the public

The undersigned hereby irrevocably conveys, dedicates and relinquishes unto the public for public use, forever, the streets and rights of way shown on said plat for public use

SCHOOL DISTRICT STATEMENT

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

COVENANTS AND RESTRICTIONS

It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described in the aforesaid surveyor's certificate, shall, by adopting the description of said platted lands as Aspen Gold Subdivision be taken and understood as if incorporating in all such conveyances, without repeating the same, the following restrictions which are applicable to each tract of land described in said surveyor's certificate, to wit

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

Building site One entire Lot as platted upon which one, and only one, Dwelling, together with accessory buildings, may be built

Dwelling A portion of a Multiplex Building located on a single Lot. A Dwelling is to be designed for and is to be used exclusively for a residence. Each Dwelling is a zero lot line building in that it shares at least one common Party Wall with an adjacent Lot. Dwellings, as described herein, are also referred to as dwelling units on the plat of subdivision of Aspen Gold Subdivision.

Developer The developer is Bentley Contractors, Corp., its successors or assigns, having an address of P O Box 3512, Champaign, IL 61826

Lot Series A group of Lots containing the same number, upon which a Multiplex Building may be constructed. For example, Lots 201A, 201B, 201C, and 201D are a Lot Series. An owner may build a Multiplex Building containing one Dwelling per Lot upon a Lot Series.

Multiplex Building A building which spans all Lots included in a Lot Series, which building is comprised of individual Dwellings.

Party Wall A common wall which straddles a Lot boundary line and which stands partly upon one Lot and partly upon an adjacent Lot, a Party Wall serves two adjacent zero lot line Dwellings.

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

2. **BUILDING AREA.** All buildings shall be placed back of the building setback lines as shown on the plat and no closer than 15 feet from the rear Lot line. Eaves, steps and open porches shall not be considered as part of a building.

3. **ALLOWABLE STRUCTURES.** No structure shall be erected, altered, placed or permitted to remain on any building site other than one Dwelling, a private garage for not less than one (1) nor more than two (2) cars per Dwelling, and other accessory buildings incidental to residential use of the premises. No structure of a temporary character, trailer, basement, shack, garage, barn or other out-building shall be used on any Lot as a residence at any time either temporarily or permanently.

4. **AUTHORITY TO RELEASE RIGHTS.** The owners of the legal title of record of 60% of the Lots in this subdivision shall have the authority from time to time to release or amend all or any part of the restrictions, conditions, covenants or reservations herein set forth, which said release or amendment shall be effective from the date that a written document setting it forth and signed by said owners shall be recorded in the Recorder's office of Champaign County, Illinois. Notwithstanding the foregoing, the Developer shall have the authority to release or amend any provision of these covenants within two years from the date of recording of this

Owner's Certificate and Covenants and Restrictions without the consent of the owners of Lots herein provided such release or amendment does not materially diminish the value of any Lot and improvements located thereon

5. **BINDING EFFECT OF THESE COVENANTS.** These covenants constitute covenants running with the land and shall be binding upon all persons who hold title to Lots or Dwellings in the subdivision and upon all contract purchasers of such Lots or Dwellings and upon their heirs, executors, administrators and assigns

6. **SEVERABILITY OF THESE COVENANTS.** The invalidation of any one of these covenants by a judgment of the court or by court order or injunction shall in no way affect any of the other provisions hereof and the remaining covenants shall continue in full force and effect

7. **CONSTRUCTION REQUIREMENTS AND EASEMENTS** It is the intent of the Developer that a Multiplex Building containing one individual Dwelling per Lot shall be built on the follow Lot Series Lot 201A-D, Lot 202A-D, Lot 203A-F, Lot 204A-F, Lot 205A-F, Lot 206A-D, and, Lot 207A-D Accordingly, the following Lots shall be conveyed together and shall not have separate ownership, until such time as a Dwelling has been constructed on each Lot and is acceptable for occupancy Lot 201A-D, Lot 202A-D, Lot 203A-F, Lot 204A-F, Lot 205A-F, Lot 206A-D, and, Lot 207A-D

During construction of a Multiplex Building, the owner shall construct a Party Wall on each shared Lot line contained in each Lot Series The owner hereby reserves a six foot wall maintenance easement down the center line of each shared Lot line contained in each Lot Series, said easement being three feet on each side of the center line of such Lots along the Party Wall of each Lot owner for the purpose of maintaining and, in the event of damage or destruction to such wall, for the purpose of repairing and/or reconstructing such Party Wall The easement created herein is established for the benefit of each Lot owner sharing such Party Wall to enter and temporarily occupy a reasonable portion of the adjacent Lot where there are any common s, for the purpose of maintenance of his or her Dwelling, provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent Lot by its owner

Each Dwelling shall have a separate sanitary sewer clean-out, located in conformance with all applicable codes, that discharges into a common service serving a maximum of two Dwellings per structure The owner reserves a ten foot permanent easement, said easement being located five feet on either side of the center line of the common and unit service sewers from the wye connection on the public sanitary sewer to the foundation line of each Dwelling The owner further reserves a ten foot easement for sanitary sewer service sewers, said easement being located five feet on either side of the center line of the actual sewer line as constructed from each Dwelling in each multiples building to its respective Lot line Said sanitary sewer easements are for the benefit of the Urbana-Champaign Sanitary District, its successors and assigns, and each respective Lot owner for purposes of repair, maintenance, and replacement of sanitary sewer improvements

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

8. **PARTY WALL AND COMMON OWNERSHIP USE REQUIREMENTS** The owner of each Lot and Dwelling as constructed shall own to the center of any Party Wall Accordingly, each owner shall do nothing to disturb the right of use of any other owner to any such Party Wall Neither Lot owner shall have the right to extend the Party Wall horizontally or vertically without the permission of the adjacent Lot owner All owners have an obligation to inhabit and use their respective Dwelling in such manner so as not to impair the structural integrity of the Party Wall The owner of a Dwelling shall not change the exterior appearance of his or her unit except with the prior approval of the owner of the adjacent Dwelling It is the purpose and intent of this covenant to

enhance the overall appearance of all Dwellings contained in each Multiplex Building located on each Lot Series in accordance with the desires of the owners of all Dwellings located in such building

B Maintenance/Repair Collectively, the owners of each Multiplex Building shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs, gutters, downspouts, and common sanitary sewers, as is made necessary and desirable as a result of the natural and ordinary wear and/or deterioration thereof. The responsibility for such maintenance work shall be born in accordance with the following procedures

(i) Roof Maintenance Each owner shall be responsible for keeping the roof over his Dwelling in good condition for the benefit of all Dwellings located in his or her Multiplex Building. In the event a decision is made, as provided hereunder, for the installation of a new roof, each Dwelling owner shall contribute to the cost thereof in the proportion of his total roof area to the total roof area of the Multiplex Building

(ii) Gutters and Downspouts The owner of each Dwelling shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters and downspouts of Multiplex Building

(iii) Exterior Walls and Foundations The owner of each Dwelling shall be responsible for maintaining in good condition all exterior walls and foundations located upon his or her Lot

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

Each owner shall be responsible for the maintenance and/or repair of all of his or her Dwelling that is not specifically designated as a collective responsibility of the Owners of a Multiplex Building. All interior maintenance of a Dwelling shall be the sole responsibility of the owner of such Dwelling, further, lawn maintenance, trash removal, and snow removal for each Lot and Dwelling are the individual responsibility of each owner

In the event of damages or destruction by fire or other casualty of any Party Wall, including the foundation thereof, each Lot owner shall be obligated to repair or rebuild the whole or a portion of the Party Wall to maintain it in its current condition as of the date of this Owner's Certificate. The expense of construction shall be born equally by each Lot owner sharing the Party Wall. The Party Wall shall be erected on the same spot, on the Lot line, and shall be of the same size, and the same or similar material, and of like quality with the present Party Wall. Also the repair or rebuilding shall be done within a reasonable time in 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 construction. The foregoing provisions of this article notwithstanding, the owner of any Dwelling unit 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

In the event of damage or destruction by fire or other casualty of any Dwelling unit or any portion thereof, the owner of such Dwelling 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 and ordinances regulating the construction of buildings in force at the time of repair or construction. The exterior of such Dwelling, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the Dwelling which remains standing as a part of such Multiplex Building and is not required to be rebuilt. In the event of the total or substantial destruction of all or a majority of Dwellings in a Multiplex Building, the architectural design of the exterior of the building structure to be rebuilt and the materials to be used shall be substantially similar in architectural design to the original building structure in Aspen Gold Subdivision, and shall be constructed of comparable materials, unless a change of design or materials is

submitted by all owners of Lots within a Lot Series to the Architectural Committee of Boulder Ridge Subdivision, and such change is approved by the Architectural Committee

C Lien Rights/Remedy In the event that any owner shall fail to perform the necessary repair or rebuilding required herein, the owners of the remainder of the Multiplex Building shall, in the manner described herein, be permitted to cause such repairs or rebuilding to be done by such firm, laborers, or materialmen as such owners may reasonably choose. Such owner or owners shall have and are hereby given a continuing lien on the Dwelling on which such repairs or rebuilding is caused to be made or done in the aggregate amount of (1) the cost of such repairs or rebuilding, (2) interest at the prime lending rate as shown under "Money Rates" in The Wall Street Journal, as in effect from time to time from the date of payment of such costs, plus one percent (1%), and, (3) reasonable attorney fees and court costs incurred in connection therewith. Such lien shall be binding upon the Lot owner of the repaired or rebuild unit, his or 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 shall have the right to foreclose in the same manner as a mortgage of real property.

The Lien described above 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.

D License Because of the need to perform both routine and emergency maintenance and repairs on Dwellings when permission from the owner or owners of a Dwelling cannot be obtained, reciprocal licenses are hereby reserved by and among the Lot owners of a Lot Series for access to the Dwellings located on other Lots within the Lot Series for the purpose of performing routine and emergency maintenance and repairs. Notwithstanding the foregoing, access to the interior of a Dwelling without notice to owner is allowed only in case of an emergency when no alternative exists to access the emergency repair and the owner is not available to allow access.

E Attorney Fees/Costs In the event of any controversy, claim, or dispute between the owners of a Dwelling sharing a Party Wall, arising out of or relating to this Owner's Certificate and Restrictive Covenants or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses and attorney fees.

F Insurance Requirements The owner of each Dwelling shall maintain hazard insurance in an amount equal to 100% of the replacement costs of the improvements currently constructed on each respective Lot. Further, each owner shall obtain his own liability and contents insurance coverage. No Dwelling owner shall permit anything to be done or kept upon his or her premises which would result in the cancellation of insurance on the Multiplex Building as a whole, or any part thereof, or which would be in violation of any law.

This space intentionally left blank

Dated at Champaign, Illinois, this __day of October, 2005.

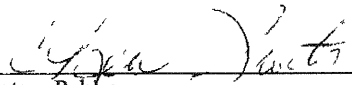
Bentley Contractors, Corp., an Illinois corporation

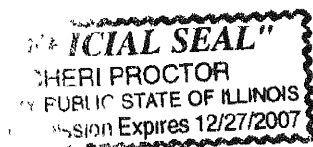
By 
Jeffrey J. Bentley, President

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for the County and State written above, DO HEREBY CERTIFY that Jeffrey J. Bentley, personally known to me to be the President of Bentley Contractors, Corp, a corporation, and also known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act of the corporation, for the uses and purposes shown in the document and they were authorized to execute this Owner's Certificate by the board of directors of the corporation

Witness my hand and Notarial Seal this 5th day of October, 2005


Notary Public



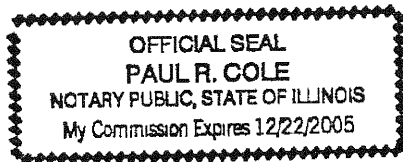
Brady Boulder Ridge, LLC
an Illinois limited liability company

By *Brent E. Wright*
Its Member/Manager

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Paul R. Cole, a Notary Public in and for said County and State, certify that ~~Brent E. Wright~~, personally known to me to be the member/manager of Brady Boulder Ridge, LLC, as above described, and personally known to me to be the same person who executed the foregoing instrument as such member and manager of said limited liability company, appeared before me this day in person and acknowledged that he signed, affixed the corporate seal to, and delivered this instrument as his free and voluntary act, and as the free and voluntary act of said Brady Boulder Ridge, LLC, as aforesaid, for the uses and purposes therein set forth

Witness my hand and Notarial Seal this 21st day of September, 2005



Paul R. Cole
Notary Public

STATE OF ILLINOIS)
) SS County Clerk's Certificate
COUNTY OF CHAMPAIGN)

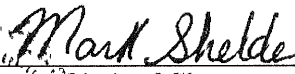
I, THE UNDERSIGNED, County Clerk in and for the County of Champaign and the State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the following described tract of land, as appears from the records in my office, to-wit

Aspen Gold Subdivision, a Replat of Lots 2000-2007 of Cove at Boulder Ridge, City of Champaign, Champaign County, Illinois, more particularly described as

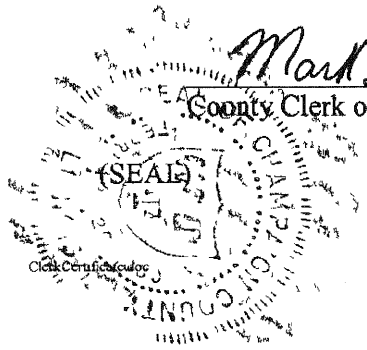
Lots 2000-2007, inclusive, in Cove at Boulder Ridge, Recorded as Document Number 2005R02131 in the Office of the Recorder of Deeds of Champaign County, Illinois,

PIN 2001 & 2002 03-20-04-300-003 & 03-20-04-300-004
 2003 03-20-04-300-005
 2004 41-20-04-300-007 & 41-20-04-400-009

Given under my hand and seal this 22nd day of September, 2005



County Clerk of Champaign County



ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS

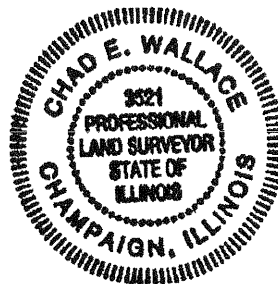


SURVEYOR'S STATEMENT TO RECORDER OF DEEDS

I, Chad E. Wallace, Illinois Professional Land Surveyor No. 3521, hereby state that I have prepared a plat of "Aspen Gold Subdivision" in Champaign County, Illinois. I authorize Chicago Title Insurance Company to act as my agent in presenting this plat to the Champaign County Recorder for recording

A handwritten signature in black ink, appearing to read "Chad E. Wallace", written over a horizontal line.

Chad E. Wallace
FARNSWORTH GROUP, INC.
Illinois Professional Land Surveyor No. 3521
October 3, 2005





* 2 0 0 5 R 3 1 2 9 1 *

2005R31291

RECORDED ON
10/14/2005 02.13 12PM
CHAMPAIGN COUNTY
RECORDER
BARBARA A FRASCA
REC FEE 73 00
RHSPS Fee 10 00
REV FEE:
PAGES 11
PLAT ACT
PLAT PAGE. 1

Recorder
Champaign County
Barbara A. Frasca



Aspen Gold Sub
(title)

Date: 5-17-05

Instrument: Replat

Description: Lots 2000 - 2007, 11
Cove at Boulder Ridge

Return to: Farnsworth
352-7408

Fee:

ASPEN GOLD SUBDIVISION

A REPLAT OF LOTS 2000 - 2007 OF
COVE AT BOULDER RIDGE
CITY OF CHAMPAIGN, ILLINOIS

2009031291
RECORDED IN
1814/2009
CHAMPAIGN COUNTY
RECEIVED
BARBARA L. FRISCH
REC. FEE: 72.00
PREP. FEE: 10.00
REV. FEE:
FILED: 11
PLAT PAGE: 1



- LEGEND**
- BOUNDARY OF SUBDIVISION
 - - - EXISTING UTILITY AND DRAINAGE EASEMENT
 - - - PROPOSED GENERAL UTILITY AND DRAINAGE EASEMENT WHICH EXTENDS 10' FROM LOT LINE UNLESS NOTED OTHERWISE
 - RECOVERED FROM ROAD
 - SET 5/8" DIAMETER BY 30" LONG REBAR WITH PLASTIC CAP STAMPED "FARNWORTH GROUP"
 - SET 5/8" DIAMETER BY 30" LONG REBAR WITH PLASTIC CAP STAMPED "FARNWORTH GROUP" IN CONCRETE
 - (R) RECORDED
 - (W) MEASURED
 - (A) STREET ADDRESS AS ASSIGNED BY THE CITY OF CHAMPAIGN ENGINEERING DEPARTMENT
 - N-R NON-RADIAL

SURVEYOR'S DECLARATION

I HAVE SURVEYED AND PREPARED THIS PLAT OF THE FOLLOWING DESCRIBED TRACTS OF PROPERTY:

ALL OF LOTS 2000-2007, INCLUSIVE IN COVE AT BOULDER RIDGE, RECORDED AS DOCUMENT NO. 200902031 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS.

THIS PROPERTY HAS BEEN SUBDIVIDED INTO 45 LOTS AS FOLLOWS: LOT 200, LOTS 200A-D, LOTS 200A-E, LOTS 200A-F, LOTS 200A-G, LOTS 200A-H, LOTS 200A-I, LOTS 200A-J, LOTS 200A-K, LOTS 200A-L, LOTS 200A-M, LOTS 200A-N, LOTS 200A-O, LOTS 200A-P, LOTS 200A-Q, LOTS 200A-R, LOTS 200A-S, LOTS 200A-T, LOTS 200A-U, LOTS 200A-V, LOTS 200A-W, LOTS 200A-X, LOTS 200A-Y, LOTS 200A-Z, LOTS 200A-AA, LOTS 200A-AB, LOTS 200A-AC, LOTS 200A-AD, LOTS 200A-AE, LOTS 200A-AF, LOTS 200A-AG, LOTS 200A-AH, LOTS 200A-AI, LOTS 200A-AJ, LOTS 200A-AM, LOTS 200A-AN, LOTS 200A-AO, LOTS 200A-AP, LOTS 200A-AQ, LOTS 200A-AR, LOTS 200A-AS, LOTS 200A-AT, LOTS 200A-AU, LOTS 200A-AV, LOTS 200A-AW, LOTS 200A-AX, LOTS 200A-AY, LOTS 200A-AZ, LOTS 200A-BA, LOTS 200A-BB, LOTS 200A-BC, LOTS 200A-BD, LOTS 200A-BE, LOTS 200A-BF, LOTS 200A-BG, LOTS 200A-BH, LOTS 200A-BI, LOTS 200A-BJ, LOTS 200A-BK, LOTS 200A-BL, LOTS 200A-BM, LOTS 200A-BN, LOTS 200A-BO, LOTS 200A-BP, LOTS 200A-BQ, LOTS 200A-BR, LOTS 200A-BS, LOTS 200A-BT, LOTS 200A-BU, LOTS 200A-BV, LOTS 200A-BW, LOTS 200A-BX, LOTS 200A-BY, LOTS 200A-BZ, LOTS 200A-CA, LOTS 200A-CB, LOTS 200A-CC, LOTS 200A-CD, LOTS 200A-CE, LOTS 200A-CF, LOTS 200A-CG, LOTS 200A-CH, LOTS 200A-CI, LOTS 200A-CJ, LOTS 200A-CK, LOTS 200A-CL, LOTS 200A-CM, LOTS 200A-CN, LOTS 200A-CO, LOTS 200A-CP, LOTS 200A-CQ, LOTS 200A-CR, LOTS 200A-CS, LOTS 200A-CT, LOTS 200A-CU, LOTS 200A-CV, LOTS 200A-CW, LOTS 200A-CX, LOTS 200A-CY, LOTS 200A-CZ, LOTS 200A-DA, LOTS 200A-DB, LOTS 200A-DC, LOTS 200A-DD, LOTS 200A-DE, LOTS 200A-DF, LOTS 200A-DG, LOTS 200A-DH, LOTS 200A-DI, LOTS 200A-DJ, LOTS 200A-DK, LOTS 200A-DL, LOTS 200A-DM, LOTS 200A-DN, LOTS 200A-DO, LOTS 200A-DP, LOTS 200A-DQ, LOTS 200A-DR, LOTS 200A-DS, LOTS 200A-DT, LOTS 200A-DU, LOTS 200A-DV, LOTS 200A-DW, LOTS 200A-DX, LOTS 200A-DY, LOTS 200A-DZ, LOTS 200A-EA, LOTS 200A-EB, LOTS 200A-EC, LOTS 200A-ED, LOTS 200A-EE, LOTS 200A-EF, LOTS 200A-EG, LOTS 200A-EH, LOTS 200A-EI, LOTS 200A-EJ, LOTS 200A-EK, LOTS 200A-EL, LOTS 200A-EM, LOTS 200A-EN, LOTS 200A-EO, LOTS 200A-EP, LOTS 200A-EQ, LOTS 200A-ER, LOTS 200A-ES, LOTS 200A-ET, LOTS 200A-EU, LOTS 200A-EV, LOTS 200A-EW, LOTS 200A-EX, LOTS 200A-EY, LOTS 200A-EZ, LOTS 200A-FA, LOTS 200A-FB, LOTS 200A-FC, LOTS 200A-FD, LOTS 200A-FE, LOTS 200A-FG, LOTS 200A-FH, LOTS 200A-FI, LOTS 200A-FJ, LOTS 200A-FK, LOTS 200A-FL, LOTS 200A-FM, LOTS 200A-FN, LOTS 200A-FO, LOTS 200A-FP, LOTS 200A-FQ, LOTS 200A-FR, LOTS 200A-FS, LOTS 200A-FT, LOTS 200A-FU, LOTS 200A-FV, LOTS 200A-FW, LOTS 200A-FX, LOTS 200A-FY, LOTS 200A-FZ, LOTS 200A-GA, LOTS 200A-GB, LOTS 200A-GC, LOTS 200A-GD, LOTS 200A-GE, LOTS 200A-GF, LOTS 200A-GG, LOTS 200A-GH, LOTS 200A-GI, LOTS 200A-GJ, LOTS 200A-GK, LOTS 200A-GL, LOTS 200A-GM, LOTS 200A-GN, LOTS 200A-GO, LOTS 200A-GP, LOTS 200A-GQ, LOTS 200A-GR, LOTS 200A-GS, LOTS 200A-GT, LOTS 200A-GU, LOTS 200A-GV, LOTS 200A-GW, LOTS 200A-GX, LOTS 200A-GY, LOTS 200A-GZ, LOTS 200A-HA, LOTS 200A-HB, LOTS 200A-HC, LOTS 200A-HD, LOTS 200A-HE, LOTS 200A-HF, LOTS 200A-HG, LOTS 200A-HI, LOTS 200A-HJ, LOTS 200A-HK, LOTS 200A-HL, LOTS 200A-HM, LOTS 200A-HN, LOTS 200A-HO, LOTS 200A-HP, LOTS 200A-HQ, LOTS 200A-HR, LOTS 200A-HS, LOTS 200A-HT, LOTS 200A-HU, LOTS 200A-HV, LOTS 200A-HW, LOTS 200A-HX, LOTS 200A-HY, LOTS 200A-HZ, LOTS 200A-IA, LOTS 200A-IB, LOTS 200A-IC, LOTS 200A-ID, LOTS 200A-IE, LOTS 200A-IF, LOTS 200A-IG, LOTS 200A-IH, LOTS 200A-II, LOTS 200A-IJ, LOTS 200A-IK, LOTS 200A-IL, LOTS 200A-IM, LOTS 200A-IN, LOTS 200A-IO, LOTS 200A-IP, LOTS 200A-IQ, LOTS 200A-IR, LOTS 200A-IS, LOTS 200A-IT, LOTS 200A-IU, LOTS 200A-IV, LOTS 200A-IW, LOTS 200A-IX, LOTS 200A-IY, LOTS 200A-IZ, LOTS 200A-JA, LOTS 200A-JB, LOTS 200A-JC, LOTS 200A-JD, LOTS 200A-JE, LOTS 200A-JF, LOTS 200A-JG, LOTS 200A-JH, LOTS 200A-JI, LOTS 200A-JJ, LOTS 200A-JK, LOTS 200A-JL, LOTS 200A-JM, LOTS 200A-JN, LOTS 200A-JO, LOTS 200A-JP, LOTS 200A-JQ, LOTS 200A-JR, LOTS 200A-JS, LOTS 200A-JT, LOTS 200A-JU, LOTS 200A-JV, LOTS 200A-JW, LOTS 200A-JX, LOTS 200A-JY, LOTS 200A-JZ, LOTS 200A-KA, LOTS 200A-KB, LOTS 200A-KC, LOTS 200A-KD, LOTS 200A-KE, LOTS 200A-KF, LOTS 200A-KG, LOTS 200A-KH, LOTS 200A-KI, LOTS 200A-KJ, LOTS 200A-KK, LOTS 200A-KL, LOTS 200A-KM, LOTS 200A-KN, LOTS 200A-KO, LOTS 200A-KP, LOTS 200A-KQ, LOTS 200A-KR, LOTS 200A-KS, LOTS 200A-KT, LOTS 200A-KU, LOTS 200A-KV, LOTS 200A-KW, LOTS 200A-KX, LOTS 200A-KY, LOTS 200A-KZ, LOTS 200A-LA, LOTS 200A-LB, LOTS 200A-LC, LOTS 200A-LD, LOTS 200A-LE, LOTS 200A-LF, LOTS 200A-LG, LOTS 200A-LH, LOTS 200A-LI, LOTS 200A-LJ, LOTS 200A-LK, LOTS 200A-LL, LOTS 200A-LM, LOTS 200A-LN, LOTS 200A-LO, LOTS 200A-LP, LOTS 200A-LQ, LOTS 200A-LR, LOTS 200A-LS, LOTS 200A-LT, LOTS 200A-LU, LOTS 200A-LV, LOTS 200A-LW, LOTS 200A-LX, LOTS 200A-LY, LOTS 200A-LZ, LOTS 200A-MA, LOTS 200A-MB, LOTS 200A-MC, LOTS 200A-MD, LOTS 200A-ME, LOTS 200A-MF, LOTS 200A-MG, LOTS 200A-MH, LOTS 200A-MI, LOTS 200A-MJ, LOTS 200A-MK, LOTS 200A-ML, LOTS 200A-MM, LOTS 200A-MN, LOTS 200A-MO, LOTS 200A-MP, LOTS 200A-MQ, LOTS 200A-MR, LOTS 200A-MS, LOTS 200A-MT, LOTS 200A-MU, LOTS 200A-MV, LOTS 200A-MW, LOTS 200A-MX, LOTS 200A-MY, LOTS 200A-MZ, LOTS 200A-NA, LOTS 200A-NB, LOTS 200A-NC, LOTS 200A-ND, LOTS 200A-NE, LOTS 200A-NF, LOTS 200A-NG, LOTS 200A-NH, LOTS 200A-NI, LOTS 200A-NJ, LOTS 200A-NK, LOTS 200A-NL, LOTS 200A-NM, LOTS 200A-NN, LOTS 200A-NO, LOTS 200A-NP, LOTS 200A-NQ, LOTS 200A-NR, LOTS 200A-NS, LOTS 200A-NT, LOTS 200A-NU, LOTS 200A-NV, LOTS 200A-NW, LOTS 200A-NX, LOTS 200A-NY, LOTS 200A-NZ, LOTS 200A-OA, LOTS 200A-OB, LOTS 200A-OC, LOTS 200A-OD, LOTS 200A-OE, LOTS 200A-OF, LOTS 200A-OG, LOTS 200A-OH, LOTS 200A-OI, LOTS 200A-OJ, LOTS 200A-OK, LOTS 200A-OL, LOTS 200A-OM, LOTS 200A-ON, LOTS 200A-OO, LOTS 200A-OP, LOTS 200A-OQ, LOTS 200A-OR, LOTS 200A-OS, LOTS 200A-OT, LOTS 200A-OU, LOTS 200A-OV, LOTS 200A-OW, LOTS 200A-OX, LOTS 200A-OY, LOTS 200A-OZ, LOTS 200A-PA, LOTS 200A-PB, LOTS 200A-PC, LOTS 200A-PD, LOTS 200A-PE, LOTS 200A-PF, LOTS 200A-PG, LOTS 200A-PH, LOTS 200A-PI, LOTS 200A-PJ, LOTS 200A-PK, LOTS 200A-PL, LOTS 200A-PM, LOTS 200A-PN, LOTS 200A-PO, LOTS 200A-PP, LOTS 200A-PQ, LOTS 200A-PR, LOTS 200A-PS, LOTS 200A-PT, LOTS 200A-PU, LOTS 200A-PV, LOTS 200A-PW, LOTS 200A-PX, LOTS 200A-PY, LOTS 200A-PZ, LOTS 200A-QA, LOTS 200A-QB, LOTS 200A-QC, LOTS 200A-QD, LOTS 200A-QE, LOTS 200A-QF, LOTS 200A-QG, LOTS 200A-QH, LOTS 200A-QI, LOTS 200A-QJ, LOTS 200A-QK, LOTS 200A-QL, LOTS 200A-QM, LOTS 200A-QN, LOTS 200A-QO, LOTS 200A-QP, LOTS 200A-QQ, LOTS 200A-QR, LOTS 200A-QS, LOTS 200A-QT, LOTS 200A-QU, LOTS 200A-QV, LOTS 200A-QW, LOTS 200A-QX, LOTS 200A-QY, LOTS 200A-QZ, LOTS 200A-RA, LOTS 200A-RB, LOTS 200A-RC, LOTS 200A-RD, LOTS 200A-RE, LOTS 200A-RF, LOTS 200A-RG, LOTS 200A-RH, LOTS 200A-RI, LOTS 200A-RJ, LOTS 200A-RK, LOTS 200A-RL, LOTS 200A-RM, LOTS 200A-RN, LOTS 200A-RO, LOTS 200A-RP, LOTS 200A-RQ, LOTS 200A-RR, LOTS 200A-RS, LOTS 200A-RT, LOTS 200A-RU, LOTS 200A-RV, LOTS 200A-RW, LOTS 200A-RX, LOTS 200A-RY, LOTS 200A-RZ, LOTS 200A-SA, LOTS 200A-SB, LOTS 200A-SC, LOTS 200A-SD, LOTS 200A-SE, LOTS 200A-SF, LOTS 200A-SG, LOTS 200A-SH, LOTS 200A-SI, LOTS 200A-SJ, LOTS 200A-SK, LOTS 200A-SL, LOTS 200A-SM, LOTS 200A-SN, LOTS 200A-SO, LOTS 200A-SP, LOTS 200A-SQ, LOTS 200A-SR, LOTS 200A-SS, LOTS 200A-ST, LOTS 200A-SU, LOTS 200A-SV, LOTS 200A-SW, LOTS 200A-SX, LOTS 200A-SY, LOTS 200A-SZ, LOTS 200A-TA, LOTS 200A-TB, LOTS 200A-TC, LOTS 200A-TD, LOTS 200A-TE, LOTS 200A-TF, LOTS 200A-TG, LOTS 200A-TH, LOTS 200A-TI, LOTS 200A-TJ, LOTS 200A-TK, LOTS 200A-TL, LOTS 200A-TM, LOTS 200A-TN, LOTS 200A-TO, LOTS 200A-TP, LOTS 200A-TQ, LOTS 200A-TR, LOTS 200A-TS, LOTS 200A-TT, LOTS 200A-TU, LOTS 200A-TV, LOTS 200A-TW, LOTS 200A-TX, LOTS 200A-TY, LOTS 200A-TZ, LOTS 200A-UA, LOTS 200A-UB, LOTS 200A-UC, LOTS 200A-UD, LOTS 200A-UE, LOTS 200A-UF, LOTS 200A-UG, LOTS 200A-UH, LOTS 200A-UI, LOTS 200A-UJ, LOTS 200A-UK, LOTS 200A-UL, LOTS 200A-UM, LOTS 200A-UN, LOTS 200A-UO, LOTS 200A-UP, LOTS 200A-UQ, LOTS 200A-UR, LOTS 200A-US, LOTS 200A-UT, LOTS 200A-UY, LOTS 200A-UZ, LOTS 200A-VA, LOTS 200A-VB, LOTS 200A-VC, LOTS 200A-VD, LOTS 200A-VE, LOTS 200A-VF, LOTS 200A-VG, LOTS 200A-VH, LOTS 200A-VI, LOTS 200A-VJ, LOTS 200A-VK, LOTS 200A-VL, LOTS 200A-VM, LOTS 200A-VN, LOTS 200A-VO, LOTS 200A-VP, LOTS 200A-VQ, LOTS 200A-VR, LOTS 200A-VS, LOTS 200A-VT, LOTS 200A-VU, LOTS 200A-VV, LOTS 200A-VW, LOTS 200A-VX, LOTS 200A-VY, LOTS 200A-VZ, LOTS 200A-WA, LOTS 200A-WB, LOTS 200A-WC, LOTS 200A-WD, LOTS 200A-WE, LOTS 200A-WF, LOTS 200A-WG, LOTS 200A-WH, LOTS 200A-WI, LOTS 200A-WJ, LOTS 200A-WK, LOTS 200A-WL, LOTS 200A-WM, LOTS 200A-WN, LOTS 200A-WO, LOTS 200A-WP, LOTS 200A-WQ, LOTS 200A-WR, LOTS 200A-WS, LOTS 200A-WT, LOTS 200A-WU, LOTS 200A-WV, LOTS 200A-WX, LOTS 200A-WY, LOTS 200A-WZ, LOTS 200A-XA, LOTS 200A-XB, LOTS 200A-XC, LOTS 200A-XD, LOTS 200A-XE, LOTS 200A-XF, LOTS 200A-XG, LOTS 200A-XH, LOTS 200A-XI, LOTS 200A-XJ, LOTS 200A-XK, LOTS 200A-XL, LOTS 200A-XM, LOTS 200A-XN, LOTS 200A-XO, LOTS 200A-XP, LOTS 200A-XQ, LOTS 200A-XR, LOTS 200A-XS, LOTS 200A-XT, LOTS 200A-XU, LOTS 200A-XV, LOTS 200A-XW, LOTS 200A-XX, LOTS 200A-XY, LOTS 200A-XZ, LOTS 200A-YA, LOTS 200A-YB, LOTS 200A-YC, LOTS 200A-YD, LOTS 200A-YE, LOTS 200A-YF, LOTS 200A-YG, LOTS 200A-YH, LOTS 200A-YI, LOTS 200A-YJ, LOTS 200A-YK, LOTS 200A-YL, LOTS 200A-YM, LOTS 200A-YN, LOTS 200A-YO, LOTS 200A-YP, LOTS 200A-YQ, LOTS 200A-YR, LOTS 200A-YS, LOTS 200A-YT, LOTS 200A-YU, LOTS 200A-YV, LOTS 200A-YW, LOTS 200A-YX, LOTS 200A-YZ, LOTS 200A-ZA, LOTS 200A-ZB, LOTS 200A-ZC, LOTS 200A-ZD, LOTS 200A-ZE, LOTS 200A-ZF, LOTS 200A-ZG, LOTS 200A-ZH, LOTS 200A-ZI, LOTS 200A-ZJ, LOTS 200A-ZK, LOTS 200A-ZL, LOTS 200A-ZM, LOTS 200A-ZN, LOTS 200A-ZO, LOTS 200A-ZP, LOTS 200A-ZQ, LOTS 200A-ZR, LOTS 200A-ZS, LOTS 200A-ZT, LOTS 200A-ZU, LOTS 200A-ZV, LOTS 200A-ZW, LOTS 200A-ZX, LOTS 200A-ZY, LOTS 200A-ZZ.

WITNESS MY HAND AND SEAL, THIS 3RD DAY OF OCTOBER, 2009 A.D.

FARNWORTH GROUP, INC.
1810 SOUTH NIEL STREET, SUITE F
CHAMPAIGN, IL 61820

BY: *[Signature]*
CHAD L. HALLACE
PROFESSIONAL LAND SURVEYOR NO. 3521



APPROVED

THE CITY COUNCIL OF THE CITY OF CHAMPAIGN,
ILLINOIS IN ACCORDANCE WITH COUNCIL
BILL NO. 2009-180

DATE: OCT 17, 2009

BY: *[Signature]*
(MAYOR)

ATTEST: *[Signature]*
Deputy CITY CLERK

- NOTES:**
1. ASPEN GOLD SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.
 2. ASPEN GOLD SUBDIVISION IS LOCATED WITHIN THE FOUNTAIN HEAD DRAINAGE DISTRICT.
 3. BEARINGS SHOWN ON THIS PLAT REFER TO BEARINGS SHOWN ON COVE AT BOULDER RIDGE SUBDIVISION RECORDED AS DOCUMENT NO. 200902031 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS.
 4. SEE CITY OF CHAMPAIGN ZONING ORDINANCE FOR BUILDING SETBACK REQUIREMENTS AND OTHER INFORMATION.
 5. STORMWATER DETENTION FOR THIS SUBDIVISION IS PROVIDED BY THE EXISTING DETENTION BASIN LOCATED ON LOT 201 OF BOULDER RIDGE SECOND SUBDIVISION.
 6. ASPEN GOLD SUBDIVISION DOES NOT LIE WITHIN 500 FEET OF A WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
 7. EACH DWELLING UNIT SHALL HAVE A SEPARATE SANITARY SEWER CLEANOUT, LOCATED IN CONFORMANCE WITH ALL APPLICABLE CODES, THAT DISCHARGES INTO A COMMON SERVICE SERVING A MAXIMUM OF TWO (2) DWELLING UNITS PER STRUCTURE. A 10 FOOT PERMANENT EASEMENT, 5 FEET ON EITHER SIDE OF THE CENTER LINE OF THE COMMON AND UNITS SERVICE SEWERS IS HEREBY RESERVED FROM THE WYE CONNECTION ON THE PUBLIC SANITARY SEWER TO THE FOUNDATION LINE OF EACH DWELLING UNIT.

ENGINEER/SURVEYOR:
FARNWORTH GROUP, INC.
1810 SOUTH NIEL STREET, SUITE F
CHAMPAIGN, ILLINOIS 61820
(309) 563-5301

OWNER:
BRADY/BOULDER RIDGE, LLC
2201 EASTLAND DRIVE, SUITE 4
BLOOMINGTON, ILLINOIS 61704
(309) 563-5301

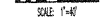
[Signature]
AGENT FOR:
BRADY/BOULDER RIDGE, LLC

OWNER/SUBDIVIDER:
BENTLEY CONTRACTORS CORP.
P.O. BOX 3512
CHAMPAIGN, IL 61820
(309) 202-2090

[Signature]
(DATE)

Farnsworth GROUP 1810 S NIEL STREET, SUITE F CHAMPAIGN, ILLINOIS 61820 (309) 563-5301 / (309) 563-5309 Fax www.farnsworth.com		ASPEN GOLD SUBDIVISION CHAMPAIGN, ILLINOIS REPLAT OF LOTS 2000-2007 COVE AT BOULDER RIDGE
Drawn: CEM Check: <i>[Signature]</i> Book No.: Q129	Sheet No.: 1 of 2 Project No.: 105363	

SW 1/4 & SE 1/4 SEC. 4, T10N, R9E, 3P.M.



(LEGEND)

———— BOUNDARY OF SUBDIVISION

- - - - - EXISTING UTILITY AND DRAINAGE EASEMENT

— — — — — PROPOSED GENERAL UTILITY AND DRAINAGE EASEMENT WHICH EXTENDS 10' FROM LOT LINE UNLESS NOTED OTHERWISE

■ RECOVERED IRON ROD

■ SET 5/8" DIAMETER BY 30' LONG REBAR WITH PLASTIC CAP STAMPED "THIRNSWORTH GROUP"

■ SET 5/8" DIAMETER BY 30' LONG REBAR WITH PLASTIC CAP STAMPED "THIRNSWORTH GROUP" IN CONCRETE

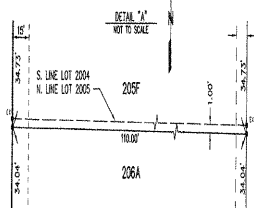
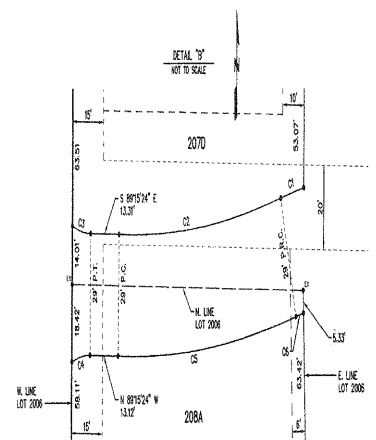
(P) RECORDED

(M) MEASURED

1440 STREET ADDRESS AS ASSIGNED BY THE CITY OF CHAMPAIGN ENGINEERING DEPARTMENT

N-R NON-RADIAL

LOT CURVE DATA TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD BEARING	DELTA
C1	314.50'	11.87'	11.07'	N 75°42'58" E	02°01'00"
C2	285.50'	7.77'	77.83'	N 87°28'02" E	15°39'24"
C3	24.50'	6.22'	6.18'	S 78°24'58" E	21°33'08"
C4	24.50'	6.22'	9.18'	S 79°58'02" W	21°33'08"
C5	314.50'	85.47'	85.21'	S 83°41'02" W	15°39'41"
C6	285.50'	5.62'	3.62'	S 76°15'44" W	04°43'58"
C7	470.00'	6.79'	5.79'	N 00°14'22" E	04°04'59"
C8	470.00'	21.05'	21.05'	N 01°22'02" E	02°35'36"
C9	470.00'	21.05'	21.04'	N 03°55'59" W	02°35'36"
C10	470.00'	21.04'	25.01'	N 06°39'02" E	02°34'05"
C11	470.00'	55.46'	54.07'	N 11°09'52" E	06°45'30"
C12	470.00'	58.77'	59.73'	N 19°11'13" W	07°17'11"
C13	470.00'	21.04'	21.04'	N 23°05'46" W	02°35'36"
C14	470.00'	21.05'	21.05'	N 25°40'43" W	02°35'36"
C15	470.00'	64.50'	64.51'	N 30°35'43" W	07°52'12"
C16	470.00'	50.82'	50.82'	N 38°38'45" W	09°03'55"



SEC. 4, T.19N., R.8E., 3rd. P.M.

GRAPHIC SCALE

2014 2015 2016

PLAT ACT:

LICENSE EXPIRES
11/30/09

0/00/11
11/30/01

2004R33473

RECORDED ON

10/20/2004 02:11:52PM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 84.00

REV FEE:

PAGES: 24

PLAT ACT:

**BOULDER RIDGE SECOND SUBDIVISION
OWNER'S CERTIFICATE AND
RESTRICTIVE COVENANTS**

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

GAM PROPERTIES, LLC, an Illinois limited liability company, being the legal owner of record (herein the "Owner") hereby makes this Certificate as to the following described real estate:

see Exhibit "A" attached,

and has caused the same to be surveyed by James M. Whitkanack, Illinois Professional Land Surveyor No. 035-003367, and has subdivided said real estate into lots, streets, and utility and drainage easements as indicated on the annexed plat, (herein the "Plat") bearing the Certificate of James M. Whitkanack under date of Aug 6, 2004, said subdivision to be known as **BOULDER RIDGE SECOND SUBDIVISION** and to be part of a larger development comprised of other subdivisions platted under the name of **BOULDER RIDGE SUBDIVISION** by owner or his successors and assigns (herein collectively known as "**BOULDER RIDGE SUBDIVISION**"), situated in the City of Champaign, Champaign County, Illinois.

Owner hereby grants and dedicates perpetually to the City of Champaign, for public use, with the right to use as right-of-ways for transportation, utility, or any other use the City of Champaign shall deem to be necessary or useful to the public, the tracts shown on the plat as streets, driveways, sidewalks within the public right of way, and courts, and each of said streets, driveways, and courts shall be hereafter known by the respective names designated thereon. No person shall obstruct the right-of-way unless the City of Champaign authorizes the obstruction in writing.

Owner hereby grants an easement to the City of Champaign and the public for the use of all sidewalks located within a common area as defined herein. All such sidewalks located within a common area as designated on the Plat, shall be conveyed to, owned by, and maintained by the Boulder Ridge Homeowner's Association as set forth hereafter. Said Homeowner's Association shall also grant an easement to the public for use of same sidewalks.

Owner hereby dedicates perpetually the tracts shown on the Plat as "easements," "public utility easements" and "drainage easements" or any other general easement however designated to the City of Champaign for use by utilities for utility purposes, including but not limited to water, sanitary sewer, storm water management and drainage, gas, telephone, electricity, cable television, or any other similar use that the City of Champaign deems a utility or deems necessary and useful to the public. All such utility improvements shall be located underground.

The City of Champaign shall have the exclusive right to authorize persons to use the easement and to maintain or authorize a utility to use or maintain the easement. The easement shall be free from buildings, fences, structures, and obstructions of any kind whatsoever, and no person shall obstruct the easement unless the City of Champaign authorizes the obstruction in writing. Vegetation, unless otherwise prohibited by law, and post office boxes, shall not be considered an obstruction of the 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 the 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.

The owners of coextensive easement rights shall first determine whether improvements have been constructed by another authorized entity before commencing construction or maintenance hereunder, and shall construct and maintain improvements in a manner so as not to disturb, damage, or impede other pre-existing utility or drainage improvements. Breach of the foregoing requirement shall entitle the party suffering damage to recover from the breaching party all costs of repair, as well as cost of collection of same, including reasonable attorney fees.

Acceptance of the foregoing grants of easement or use of said easements by public or private utilities 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 on the aforesaid Surveyor's Certificate shall, by adopting the above description of said platted lands, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable. Notwithstanding the foregoing, all lot owners must recognize that the following restrictions are in addition to all applicable laws and ordinances which affect the subject real estate, including the ordinances of the City of Champaign, and all lot owners are required to comply with such laws and ordinances, which may impose more restrictive requirements than provided herein.

DEFINITIONS

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

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

Developer: The developer is GAM PROPERTIES, LLC, an Illinois limited liability company its successors or assigns, having its principal office at 404 S. Staley Rd., Champaign, Illinois.

Single Family Unit: A separate and detached main building designed and constructed for the residential use of one and only one household.

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

Dwelling Unit: A structure or portion thereof designed and constructed for the residential use of one household.

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

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

Dwelling: The main building or buildings on any building site in Lots 200 through 253 inclusive. The dwelling is to be designed for and is to be used exclusively for a residence.

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

Common Areas: The areas to be conveyed to and owned by the Boulder Ridge Homeowners' Association as defined by the Plat which include, without limitation, storm water detention basins, sidewalks located outside of the public right of way as designated on the Plat, areas designated as commons on the Plat, upon the sale of two-thirds of the lots in Boulder Ridge Subdivision by the Owner, its successors and assigns.

Lake Common Areas: The lake areas to be conveyed to and owned by the Boulder Ridge Lake Association as defined by a Plat for any Boulder Ridge Subdivision which include an existing lake and/or a proposed lake upon the sale of two-thirds of the lots in an Boulder Ridge Subdivision by the owner, its successors and assigns.

Subdivision: Boulder Ridge Second Subdivision, City of Champaign, Champaign County, Illinois.

Boulder Ridge Subdivision: Any and all subdivisions which belong to and are governed by the Boulder Ridge Homeowners' Association and/or the Boulder Ridge Lake Association.

Architectural Control Committee: A designated body with the authority to approve or disallow the placement of any structure on a building site.

AREA OF APPLICATION

The covenants, in their entirety, shall apply to Lots 200 through 253 inclusive of **BOULDER RIDGE SECOND SUBDIVISION**, City of Champaign, Champaign County, Illinois. If Lot 200 becomes rezoned as single family residential, replatted, or subdivided, the resulting lots created thereby shall remain subject to the covenants contained herein.

COVENANTS

1. Allowable Structures: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family unit on Lots 201 through 253 inclusive, a private garage for not more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises. Multiple dwelling units are permitted on Lot 200.

2. Architectural Control:

a. Committee Membership - The Architectural Control Committee shall initially be composed of the following:

GAM PROPERTIES, LLC
404 South Staley Road
Champaign, IL 61822-3579

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 Boulder Ridge 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 Boulder Ridge Second Subdivision, as platted, and Boulder Ridge Subdivisions previously platted or 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 City of Champaign, as amended from time to time. Notwithstanding the foregoing, any required variance under the City of Champaign 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 plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings, and the grading plan of the building site shall have been submitted in triplicate to and approved by the Architectural Control Committee, and until a copy of such plans and specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Architectural Control Committee.

(ii) Approval by Architectural Control Committee: The Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the committee fails to approve or reject any plan or matter requiring approval within fifteen (15) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

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

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

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

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

3. Minimum Dwelling - Quality and Size: No dwelling unit shall be permitted on Lots 201 through 253 unless it includes a two car garage. No one-story dwelling shall occupy a total floor area of less than 1,100 square feet, and no dwelling having more than one story shall occupy a total floor area of less than 1,400 square feet. In computing the floor areas of a dwelling for the purpose of applying this restriction, attached enclosed garages shall not be considered to be a part of a one-story dwelling. For Lot 200, or any subdivision thereof, no one story

dwelling shall have a square footage of less than 950 square feet, and no two story dwelling shall have a square footage of less than 1150 square feet.

4. Building Location: No building shall be located on any lot except within the building lines as shown upon the recorded Plat; and in accordance with the Zoning Ordinance of the City of Champaign, unless said building is constructed on two or more lots, in compliance with the City of Champaign Zoning Ordinance and/or other applicable ordinances.

5. Easements: Easements for the installation and maintenance of utilities and drainage facilities whether above or below ground are reserved as noted on the recorded Plat. No structure shall be erected, placed or allowed to remain over areas reserved for easements which would damage or interfere with the construction or maintenance of said utilities or interfere with drainage or drainage easements. All connections to utility services shall be made underground. Any required above ground appurtenances to the underground utility system shall be located within six feet of said lot lines.

For Lots 219A to 222B and 223A to 251B, per UCSD requirements, a 10 foot permanent easement for sanitary service sewers is reserved from each dwelling unit of a building structure located upon said premises to the appropriate lot line, said easement located 5 feet on either side of the center line of the actual construction of said lines.

For Lot 200, a 20' drainage easement is reserved to allow the construction and maintenance of a storm sewer across and under Lot 200 from the intersection of Bluegrass Lane and Sandstone Drive to the storm water detention pond located in Lot 201; as more particularly described in the attached plat. In addition, the final surface elevation within this easement shall allow for an overland flood routing system to said pond while maintaining a maximum storm water depth of 6 inches at said intersection. The final grading within this easement shall be subject to review and approval by the City of Champaign and the Developer's engineer.

6. Percentage of Lot Coverage: All buildings on Lots 200 through 253, including accessory buildings, shall not cover more than thirty-five percent (35%) of the building site. If local zoning allows maximum lot coverage of less than 35%, local zoning will prevail.

7. Permissible Building - Order of Construction: All buildings erected on Lots 200 through 253 shall be constructed of material of quality suitably adapted for use in the construction of residences, and no building or buildings shall be moved to and placed upon said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection of construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

8. Non-Occupancy and Diligence during Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

9. 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.

10. Satellite Dishes: No Satellite dish with a diameter exceeding twenty inches (20") shall be permitted upon any part of the Subdivision.

11. Above Ground Swimming Pools: No above ground swimming pools shall be erected, constructed or maintained upon any part of the Subdivision.

12. Yard Lights: The front yard shall contain a pole yard light. All outdoor lighting shall be shielded to prevent an inordinate amount of light from shining upward.

13. Sod Requirement: The front yard shall be sodded. Seed is allowed in the side and back yards.

14. Address: Street number must be placed on both the mailbox and the house.

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

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

17. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than three common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

18. 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 below ground so as not to be visible from other property. In the event any lot owner fails to comply with the provisions of this paragraph 17, the Boulder Ridge Homeowners' Association (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 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 pursuant thereto.

19. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected. In the event the lot owner fails to comply with the provisions of this paragraph 18, 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.

20. 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.

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

22. 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. At least two (2) off-street parking spaces shall be provided for each dwelling unit. All property owners or residents in Boulder Ridge Second 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 vehicles when not in use.

23. 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 Bryan Bradshaw for Boulder Ridge Subdivision. The bike path referenced in the Annexation Agreement between the Developer and the City of Champaign shall be maintained at the expense of the Boulder Ridge Homeowners' Association and said Homeowners' Association shall perform such repairs and maintenance as is necessary to facilitate bicycle traffic. In the event the Homeowners' Association shall fail to perform such repairs and maintenance, the City of Champaign may require the performance of such maintenance by and at the expense of the respective Homeowners' Association. Driveways to the street shall be constructed of concrete, asphalt, or brick materials unless otherwise approved by the Architectural Control Committee, and shall comply with the requirements of the City of Champaign.

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

25. Waiver: The failure of the Architectural Control Committee, any building site owner, the City of Champaign 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.

26. Term: Unless amended as provided in Paragraph 27, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

27. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or person(s) violating or attempting to violate any covenant, either to restrain or to recover damages. Each lot owner of Boulder Ridge Subdivision, the Owner, and the Homeowners' Association as to Lots 200 through 253 shall have standing to enforce these restrictive covenants. In addition, the City of Champaign shall have standing to enforce any provision herein regarding drainage easements or drainage swales. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

28. Authority to Amend or Release Covenants: The owners of legal title to record of seventy-five percent (75%) of the building sites in Boulder Ridge Subdivision shall have the authority at any time to release or amend all or any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area, and such release or amendment shall become effective upon receipt of approval by the Plan Commission and City Council of the City of Champaign (as required pursuant to the City of Champaign Subdivision Ordinance, as amended from time to time) and the recording of such amendment or release in the Recorder's Office of Champaign County, Illinois.

Notwithstanding the foregoing, in the event a Section of the City of Champaign Subdivision Ordinance is amended or repealed after the date of recording of this Owner's Certificate and Restrictive Covenants, the foregoing

requirement to obtain the consent of the Plan Commission and City Council of the City of Champaign to amend or release these covenants shall be amended or repealed accordingly.

29. Homeowners' Association:

(a) Formation and Membership. It is understood that the Boulder Ridge Homeowners' Association (the "Homeowners' Association") has been incorporated. The owners of lots 200 through 253, or any lot created therein by replat or subdivision, in the Boulder Ridge Second Subdivision agree to accept membership in said Association and to be bound by the rules and regulations of said Association and to maintain membership therein so long as such ownership is retained. Owners of individual dwelling units ("dwelling unit" being a defined term herein) shall be entitled to one vote per dwelling unit and membership shall be transferred upon the transfer of each dwelling unit.

(b) Purpose. A primary purpose of said Association will be to provide for the ownership, development, maintenance, upkeep, operation and management of the common areas in Boulder Ridge Subdivision, as well as any under drains and appurtenances constructed within Boulder Ridge Subdivision, as shown in the plans and specifications prepared by Bryan Bradshaw, the Owner's engineer, which plans have been approved by the City of Champaign.

(c) Assessments. No assessments shall be due or owing on any Lot held by Developer until such Lot has been sold by the Developer. All assessments will be made by the subsequent lot owner. Each individual dwelling unit owner in Boulder Ridge Subdivision shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

The Homeowners' Association shall submit to the lot owner an invoice indicating the total cost of such assessment item and the lot owner's pro rata share. The lot owner shall pay such assessment to the Homeowners' Association within thirty (30) days of receipt of such invoice. Failure to timely pay the assessment shall entitle the Homeowners' Association to place assessment liens against any lot for any unpaid assessments; moreover, said Homeowners' Association shall be entitled to recover reasonable attorney fees incurred in the filing and enforcement of such lien.

(d) Duties. The Homeowners' Association shall have the responsibility for maintaining the common areas including but not limited to the following duties:

- (i) Remedying any contamination to the common areas;
- (ii) Contracting for all work directly or indirectly related to the above responsibilities including but not limited to construction, dredging, insurance, legal, accounting, engineering, or other consulting services.

(e) Powers. The Homeowners' Association shall have the following authority and powers:

- (i) Authority to place assessment liens against any lot for any unpaid assessments
- (ii) Power and authority to enforce any and all covenants, restrictions, and agreements applicable to lots within Boulder Ridge Subdivision as well as power to recover reasonable attorney fees in the enforcement of these covenants together with interest at a rate to be provided in the Homeowners' Association's Bylaws as may be in effect from time to time;
- (iii) Power to make reasonable rules and regulations and enforce same;
- (iv) Power to levy dues assessments for maintaining the common areas;
- (v) Power to incur and pay all incidental costs such as insurance, legal, accounting, engineering, or other consulting services;

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

The common areas developed in the Boulder Ridge Second Subdivision residential section shall be subject to the rules and regulations established by the Boulder Ridge Homeowners' Association and the use of common areas and common facilities which may be provided by the Developer from time to time shall be subject to the rules and regulations established by said Homeowners' Association. The common areas shall be conveyed to the Homeowners' Association upon the sale of two-thirds of the lots in Boulder Ridge Second Subdivision by the Owner, its successors and assigns.

Each lot owner shall have a right and easement of enjoyment in the common areas of Boulder Ridge Second Subdivision, as well as a right and easement of enjoyment in the common areas in additional phases Boulder Ridge Subdivision platted prior to or after the date of this Plat of Subdivision.

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

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

31. 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 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.

32. 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 32, "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 32, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

33. Drainage Swales. No lot owner shall fill, grade, or obstruct drainage swales so as to negatively impact drainage flow in the Subdivision. Breach of this covenant shall entitle the Boulder Ridge Homeowners' Association or the City of Champaign to cause such affected area to be regraded and charge said lot owner for the costs thereof. Boulder Ridge 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 fees and reasonable attorney fees incurred by the Boulder Ridge Homeowners' Association pursuant thereto.

IN WITNESS WHEREOF, this instrument including the Owner's Certificate and Dedication has been duly executed on this 4 day of October, 2004.

OWNER:

GAM PROPERTIES, LLC
an Illinois limited liability company

By: Guy A. Millage

Its: Member

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Sandra L. Griffith, a Notary Public in and for said County and State, certify that Greg Millage, personally known to me to be a member of GAM Properties, LLC, as above described, and personally known to me to be the same person who executed the foregoing instrument as such authorized member of said limited liability company, appeared before me this day in person and acknowledged that he signed, and delivered this instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 4 day of October, 2004.

Sandra L. Griffith
Notary Public



Prepared by and return to:
McDonald & Heinrich Law Office LLC
3121 Village Office Place
Champaign, IL 61822

Exhibit "A"

A PART OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN CHAMPAIGN COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SECTION 4, SAID POINT BEING A BRASS MONUMENT FOUND PER A MONUMENT RECORD RECORDED IN BOOK 1307-PAGE 539 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 15 MINUTES 24 SECONDS EAST-1866.38 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST- 46.19 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CHAMPAIGN COUNTY HIGHWAY 56 (BRADLEY AVENUE) AND THE EASTERLY RIGHT OF WAY LINE OF BLUEGRASS AVENUE, SAID POINT BEING AN IRON PIN WITH CAP NUMBER 3367, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST - 19.12 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE OF BLUEGRASS AVENUE TO AN IRON PIN WITH CAP NUMBER 3367; THENCE 362.93 FEET ALONG A TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 530.00 FEET WITH A CHORD DISTANCE OF 355.89 FEET, BEARING NORTH 18 DEGREES 52 MINUTES 27 SECONDS WEST AND A CENTRAL ANGLE OF 39 DEGREES 14 MINUTES 07 SECONDS CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE OF BLUEGRASS AVENUE TO A POINT OF REVERSE CURVATURE SAID POINT BEING AN IRON PIN WITH CAP NUMBER 3367; THENCE 321.85 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 470.00 FEET WITH A CHORD DISTANCE OF 315.60 FEET, BEARING NORTH 18 DEGREES 52 MINUTES 27 SECONDS WEST AND A CENTRAL ANGLE OF 39 DEGREES 14 MINUTES 07 SECONDS CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE OF BLUEGRASS AVENUE TO A POINT OF TANGENCY SAID POINT BEING AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST - 228.63 FEET CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE OF BLUEGRASS AVENUE TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 89 DEGREES 15 MINUTES 24 SECONDS WEST - 140.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST - 560.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 89 DEGREES 15 MINUTES 24 SECONDS EAST - 804.68 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 0 DEGREES 44 MINUTES 36 SECONDS WEST - 25.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 89 DEGREES 15 MINUTES 24 SECONDS EAST - 619.76 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST - 25.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE 138.25 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS 160.00 FEET WITH A CHORD DISTANCE OF 133.99 FEET, BEARING NORTH 65 DEGREES 59

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SCHOOL DISTRICT STATEMENT

Pursuant to Public Act Number 286, 765 ILCS 205/1.005, GAM Properties, LLC,
owners of the following described tract of land:

**BOULDER RIDGE SECOND SUBDIVISION
AN ADDITION TO THE CITY OF CHAMPAIGN
CHAMPAIGN, ILLINOIS**

more particularly described on the attached Exhibit A,

do hereby state that to the best of our knowledge the aforesaid subdivision lies in
the Champaign School District.

IN WITNESS WHEREOF, the undersigned have executed this School District
Statement this 22 day of September, 2004.

GAM Properties, LLC

By: Greg A. Millage

STATE OF ILLINOIS)
) SS
COUNTY OF Champaign)

I, the undersigned, a Notary Public for said County and said State aforesaid, do
hereby certify that Greg Millage, personally known to me to be a Member of GAM
Properties, LLC and personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that as such Member of said limited liability company, he signed and
delivered the instrument pursuant to authority, given by the Members of said limited
liability company as their free and voluntary act, and as the free and voluntary act and
deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of September, 2004.

Sandra L. Griffith
Notary Public

(seal)



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

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COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, THE UNDERSIGNED, County Clerk in and for the County of Champaign and the State of 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 following described tract of land, as appears from the records in my office, to wit:

BOULDER RIDGE SECOND SUBDIVISION
AN ADDITION TO THE CITY OF CHAMPAIGN
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

PIN: 03-20-04-400-003 RY 2000, 2001, 2002, 2003
PIN: 03-20-04-300-001 RY 2000
 03-20-04-300-004 RY 2001 AND RY 2002
PIN: 03-20-04-300-005 RY 2003

Given under my hand and seal this 29 day of SEPTEMBER, 2004.


County Clerk of Champaign County

(SEAL)

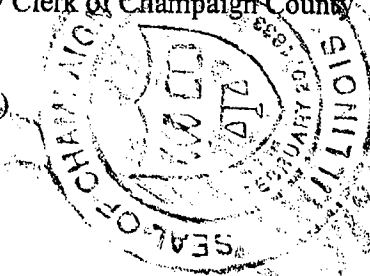


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A PART OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN CHAMPAIGN COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SECTION 4, SAID POINT BEING A BRASS MONUMENT FOUND PER A MONUMENT RECORD RECORDED IN BOOK 1307-PAGE 539 OF THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 15 MINUTES 24 SECONDS EAST- 1866.38 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST- 46.19 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CHAMPAIGN COUNTY HIGHWAY 56 (BRADLEY AVENUE) AND THE EASTERLY RIGHT OF WAY LINE OF BLUEGRASS AVENUE, SAID POINT BEING AN IRON PIN WITH CAP NUMBER 3367, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST - 19.12 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE OF BLUEGRASS AVENUE TO AN IRON PIN WITH CAP NUMBER 3367; THENCE 362.93 FEET ALONG A TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 530.00 FEET WITH A CHORD DISTANCE OF 355.89 FEET, BEARING NORTH 18 DEGREES 52 MINUTES 27 SECONDS WEST AND A CENTRAL ANGLE OF 39 DEGREES 14 MINUTES 07 SECONDS CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE OF BLUEGRASS AVENUE TO A POINT OF REVERSE CURVATURE SAID POINT BEING AN IRON PIN WITH CAP NUMBER 3367; THENCE 321.85 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 470.00 FEET WITH A CHORD DISTANCE OF 315.60 FEET, BEARING NORTH 18 DEGREES 52 MINUTES 27 SECONDS WEST AND A CENTRAL ANGLE OF 39 DEGREES 14 MINUTES 07 SECONDS CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE OF BLUEGRASS AVENUE TO A POINT OF TANGENCY SAID POINT BEING AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST - 228.63 FEET CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE OF BLUEGRASS AVENUE TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 89 DEGREES 15 MINUTES 24 SECONDS WEST - 140.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST - 560.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 89 DEGREES 15 MINUTES 24 SECONDS EAST - 804.68 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 0 DEGREES 44 MINUTES 36 SECONDS WEST - 25.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 89 DEGREES 15 MINUTES 24 SECONDS EAST - 619.76 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 0 DEGREES 44 MINUTES 36 SECONDS EAST - 25.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE 138.25 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS 160.00 OF FEET WITH A CHORD DISTANCE OF 133.99 FEET, BEARING

NORTH 65 DEGREES 59 MINUTES 22 SECONDS EAST AND A CENTRAL ANGLE OF 49 DEGREES 30 MINUTES 29 SECONDS TO A POINT OF TANGENCY SAID POINT BEING AN IRON PIN WITH CAP NUMBER 3367; THENCE NORTH 41 DEGREES 14 MINUTES 08 SECONDS EAST - 101.71 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 48 DEGREES 45 MINUTES 52 SECONDS EAST - 280.00 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 41 DEGREES 14 MINUTES 08 SECONDS WEST - 101.71 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE 354.84 FEET ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS 440.00 OF FEET WITH A CHORD DISTANCE OF 345.31 FEET, BEARING SOUTH 64 DEGREES 20 MINUTES 20 SECONDS WEST AND A CENTRAL ANGLE OF 46 DEGREES 12 MINUTES 25 SECONDS TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 2 DEGREES 33 MINUTES 27 SECONDS EAST - 98.37 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 21 DEGREES 06 MINUTES 59 SECONDS EAST - 379.63 FEET TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 56 DEGREES 25 MINUTES 29 SECONDS EAST - 127.35 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF F.A.I. ROUTE 57, SAID POINT BEING AN IRON PIN WITH CAP NUMBER 3367; THENCE ALONG THE WESTERLY RIGHT OF LINE OF F.A.I. ROUTE 57 - 607.90 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT OF SAID CURVE HAVING A RADIUS OF 3929.72 FEET WITH A CHORD DISTANCE OF 607.30 FEET, BEARING SOUTH 29 DEGREES 08 MINUTES 37 SECONDS WEST AND A CENTRAL ANGLE OF 8 DEGREES 51 MINUTES 48 SECONDS TO AN IRON PIN WITH CAP NUMBER 3367; THENCE SOUTH 49 DEGREES 26 MINUTES 36 SECONDS WEST - 81.39 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF F.A.I. ROUTE 57; THENCE SOUTH 85 DEGREES 01 MINUTES 25 SECONDS WEST - 109.41 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF F.A.I. ROUTE 57; THENCE NORTH 0 DEGREES 52 MINUTES 10 SECONDS WEST - 145.12 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 35 SECONDS WEST - 190.05 FEET; THENCE SOUTH 0 DEGREES 50 MINUTES 39 SECONDS EAST - 100.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CHAMPAIGN COUNTY HIGHWAY 56 (BRADLEY AVENUE); THENCE SOUTH 88 DEGREES 12 MINUTES 35 SECONDS WEST - 350.15 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF CHAMPAIGN COUNTY HIGHWAY 56 (BRADLEY AVENUE); THENCE SOUTH 0 DEGREES 44 MINUTES 36 SECONDS WEST - 45.00 FEET CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF CHAMPAIGN COUNTY HIGHWAY 56 (BRADLEY AVENUE); THENCE SOUTH 87 DEGREES 33 MINUTES 49 SECONDS WEST - 339.03 FEET CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF CHAMPAIGN COUNTY HIGHWAY 56 (BRADLEY AVENUE) TO THE POINT OF BEGINNING, CONTAINING 45.54 ACRES, MORE OR LESS, SITUATED IN THE COUNTY OF CHAMPAIGN AND THE STATE OF ILLINOIS.