#### ORDINANCE NO. 1999-11-112

#### AN ORDINANCE APPROVING A FINAL PLAT

(Landis Farm Subdivision No. 1 - Plan Case No. 1728-S-99).

WHEREAS, the Weisiger Family Trust has submitted a Final Plat of Landis Farm Subdivision No. 1 in substantial conformance with the pertinent ordinances of the City of Urbana, Illinois; and,

WHEREAS, the City Engineer has reviewed and approved the Final Plat of Landis Farm Subdivision No. 1; and

WHEREAS, the Final Plat of Landis Farm Subdivision No. 1 complies with the City of Urbana's Comprehensive Plan, as amended; and

WHEREAS, in Plan Case No. 1728-A-99, the Urbana City Council, on October 4, 1999 (Ordinance No. 1999-09-098), approved the Weisiger Family Trust Annexation Agreement; and

WHEREAS, in Plan Case No. 1728-S-99, the Urbana City Council, on October 4, 1999 (Ordinance 1999-10-105), approved the Preliminary Plat of the Landis Farm Subdivision, including the requested deferral of the requirements of Chapter 21 of the Code of Ordinances; and

WHEREAS, the Final Plat of the Landis Farm Subdivision No. 1 is in substantial conformance with the Preliminary Plat of the Landis Farm Subdivision; and

NOW, THEREBORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS THAT:

<u>Section 1.</u> The Final Plat of Landis Farm Subdivision No. 1, attached hereto, is approved as platted, including the deferral granted in Ordinance 1999-10-105.

Section 2. The Secretary of the Urbana Plan Commission is hereby directed to record said Final Plat with the Champaign County Recorder upon City Council approval of said Plat and the acceptance of required maintenance bonds.

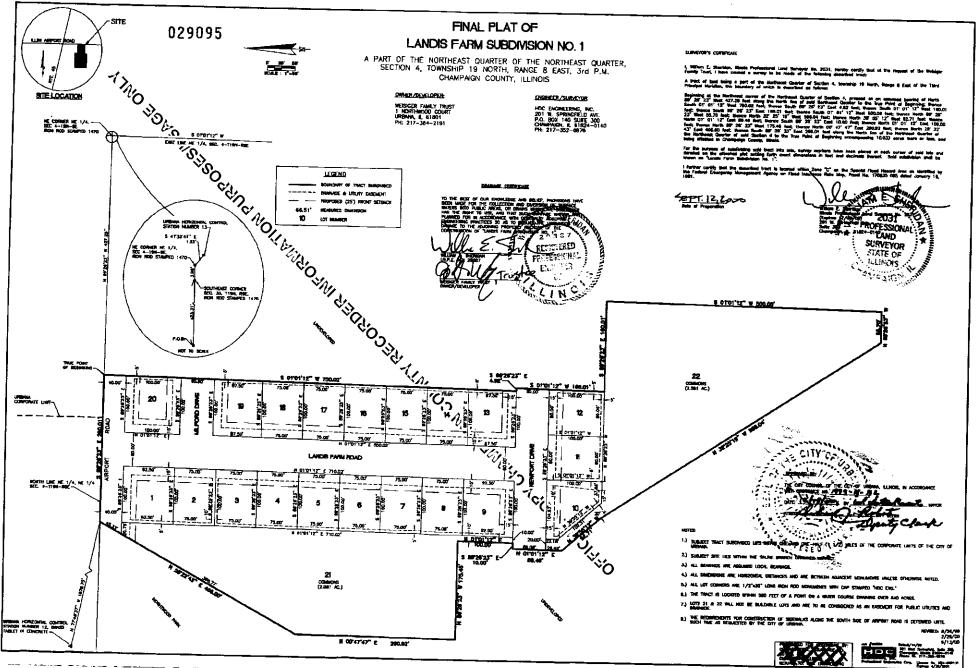
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the members of the City Council of the City of Urbana, Illinois at a **regular** meeting of said Council on the <u>8th</u> day of <u>November</u>, 1999. **special** 

PASSED by the City Council this <u>8th</u> day of <u>November</u>, 1999. AYES: Hayes, Kearns, Patt, Wyman <u>NAY:</u> **ABSTAINED:** Clark, City Clerk sD. Juk , 1999. APPROVED by the Mayor this Tod-Satterthwaite, Mayor=

James H. Hayes, Jr., Mayor Pro-tem

2000R29095 RECORDED ON 12-22-2000 10:07:46 CHAMPAIGN COUNTY RECORDER BARBARA A. FRASCA REC. FEE: REV FEE: PAGES: (O PLAT ACT: PLAT PAGE: 1 64.00 1. 1. 1 Landis Farm Sul # 1 24.5 • DATE 12-15-00 INSTRUMENT Plat DESCRIPTION NEY4 of NEY4 4-19-8 · • • RETURN TO: Libly - 384-2440 FEE: 5800

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2000 R29095 RECORDED ON 12-22-2000 19:07:46 CHANDAIGH COUNTY RECORDER BARBARA A. FRASCA REC. FEE: 64.00

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### OWNERS CERTIFICATE FOR LANDIS FARM SUBDIVISION NO. 1 AN ADDITION TO THE CITY OF URBANA, ILLINOIS

# STATE OF ILLINOIS

#### ) SS COUNTY OF CHAMPAIGN)

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James G. Weisiger, Trustee of the Weisiger Family Trust, being owner of the following described real estate, to wit:

A tract of land being a part of the Northeast Quarter of Section 4, Township 19 North, Range 8 East of the Third Principal Meridian, the boundary of which is described as follows:

Beginning at the Northeast corner of the Northeast Quarter of Section 4, proceed on an assumed bearing of North 89° 26' 23" West 427.29 feet along the North line of said Northeast Quarter to the True Point of Beginning; thence South 01° 01' 12" West 750.02 feet; thence South 89° 26' 23" East 4.92 feet; thence South 01° 01' 12" West 160.01 feet; thence South 89° 26' 23" East 160.01 feet; thence South 01° 01' 12" West 500.00 feet; thence North 89° 26' 23" West 55.70 feet; thence North 32° 25' 19" West 596.04 feet; thence North 39° 55' 12" West 92.71 feet; thence North 01° 01' 12" East 89.49 feet; thence South 89° 26' 23" East 10.00 feet; thence North 01° 01' 12" East 89.49 feet; thence South 89° 26' 23" East 10.00 feet; thence North 01° 01' 12" East 200.01 feet; thence North 89° 26' 23" East 100.00 feet; thence North 89° 26' 23" East 100.00 feet; thence North 10° 01' 12" East 200.92 feet; thence North 28°22'43" East 406.00 feet; thence South 89° 26'23" East 260.01 feet along the North line of the Northeast Quarter of the Northeast Quarter of said Section 4 to the True Point of Beginning, encompassing 10.033 acres more or less, and being situated in Champaign County, Illinois,

which land is included in the annexed Plat, having caused the same to be surveyed by HDC Engineering, Inc., Professional Design Firm, License No. 184, and having subdivided said real estate into 22 lots, as indicated on the annexed Plat, bearing the signature of William E. Sheridan, IRPE No.29387, and dated October 14, 1999, said Subdivision to be known as Landis Farm No. 1 Subdivision, an addition to the City of Urbana, Illinois, and James G. Weisiger, Trustee of Weisiger Family Trust, does hereby acknowledge said Plat as his free and voluntary act, and the free and voluntary act of Weisiger Family Trust, for the uses and purposes herein set forth.

As provided on said Plat, all lots in said Subdivision are subject to all easements, setback lines, storm drainage easements, and building pad elevations shown on said Plat. The lots are all subject to the provisions of the zoning ordinance, building code and subdivision regulations of the City of Urbana, Illinois. Structures may not be erected on or moved onto, any of said lots without a building permit having been issued by the Community Development Department of said City for such structure.

The undersigned, James G. Weisiger, Trustee of the Weisiger Family Trust, does hereby reserve the right to use any and all unsold lots in this subdivision for farming purposes.

The undersigned, James G. Weisiger, Trustee of Weisiger Family Trust, does hereby dedicate to the public, for public use perpetually, the streets shown on said Plat.

It is hereby provided and covenanted that all conveyances of property hereafter made by the present or future owners of any of the land or lots shown on the aforesaid Plat, shall be subject to covenants and restrictions which shall run with the land, and shall, by adopting the description of said platted lands as Landis Farm No. I Subdivision, be taken and understood as having incorporated in all such conveyances, without repeating the same, covenants and restrictions as being applicable to each tract of land or lot described in said Plat, as follows:

- 1. <u>ALLOWABLE STRUCTURES</u>: No structures shall be erected, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two stories in height, a private garage for not less than two nor more than three cars and other outbuildings incidental to a residential use of the premises.
- 2. <u>MINIMUM FLOOR AREA REQUIREMENTS</u>. No main structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches and garages, is less than the minimum square feet of floor area prescribed as follows: In the event that such building is of one story, it shall contain not less than 1,200 square feet of ground floor less than 1,600 square feet. All residential units shall be constructed with either basement or crawl space under at least 70% of the heated ground floor area. The garage to be constructed on each lot shall contain adequate space for storing property ordinarily stored in garages.
- 3. <u>PERMISSIBLE BUILDING AND ORDER OF CONSTRUCTION</u>. All buildings erected on any building site shall be permitted by the building codes of the City of Urbana by building permit for homes allowed in the R-2 zoning classification of said City and shall be constructed of new material of good quality suitably adapted to use in the construction of residences; and no old building or buildings shall be placed on, or moved onto said premises, nor shall used or reclaimed material be employed in any construction thereon. Accessory buildings shall not be erected, constructed or maintained prior to the erection or the construction of the dwelling.
- 4. <u>MAINTENANCE OF LOTS AND NUISANCES</u>. No noxious or offensive activity, and no activity which shall be deemed by the Homeowners Association to constitute a nuisance shall be carried on upon any lot, and no lot owner shall allow weeds, rubbish or debris of any kind to accumulate on, or be placed upon any property in the Subdivision so as to make the same unsanitary, unsightly, offensive, or detrimental to the value of any other property in the subdivision, or to the enjoyment of the occupants thereof; and if the owner of any lot permits weeds, rubbish, or debris to accumulate thereon, the Homeowners Association may cause the same to be removed and charge the cost of removal to the owner of such lot.
- 5. <u>SIGNS</u>. Signs may only be placed upon lots in this subdivision if such signs comply with the provisions of the Urbana, Illinois zoning ordinance applicable to the R-2 zoning classification.
- 6. <u>PETS</u>. Not more than two dogs, cats or other domestic house pets shall be kept on any lot in the subdivision, and the same shall not be kept for breeding or commercial purposes. No other animals or livestock may be kept on any lot. No pets shall be permitted to run at large, nor shall dogs be tied outside unless owner is present.
- 7. <u>BOAT AND MOTOR VEHICLE PARKING AND REPAIR</u>. No boats, motor homes, campers or trailers shall be parked anywhere in the subdivision (including the streets of the subdivision) for more than 24 hours, unless such vehicle is parked in a garage. Automobile parking is permitted in garages, on paved driveways, and upon the paved portions of the public street. No owner, occupant, or guest of an owner or occupant shall be permitted to park in anyplace except as provided herein. No repair work, maintenance or painting shall be done on any vehicle, except on a vehicle while parked in the garage on the lot of the owner of the vehicle.
- 8. <u>DRAINAGE AND LOT CONTOUR</u>. The platted lots shall substantially retain their original contours and no excavation or filling shall be undertaken on any of the lots in the subdivision which substantially varies the contour of the lot as originally platted, except with the written permission of the Architectural Committee. During construction, all dirt from excavation shall be confined to the lot on which the excavation is made or stockpiled in an area approved by the Architectural

Committee. Nothing (except permitted fences and buildings) shall be placed upon any lot in such a way that it will interfere with the natural surface drainage of the subdivision. Rough grading of the site shall be completed by the time framing starts. In the event of a violation of any of the provisions of this paragraph, the Homeowners Association may give notice of such violation to the lot owner, builder or contractor, who shall then correct the same within a period of seven days from the receipt of such notice, and if he or she does not do so, the Homeowners Association may take such corrective measures as it deems appropriate, and the cost of such work and any legal proceedings instituted to enforce this covenant, shall be paid by the lot owner or owners who are found to have failed to comply with this restriction.

9. COMPLETION OF CONSTRUCTION. The construction of any building or structure upon any lot shall proceed diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and in any event shall be completed within a period of twelve months from the date the footings were excavated. No such building or structure shall be occupied during the course of the original exterior construction. When required by applicable ordinances of any appropriate governmental agency, no structure shall be occupied until an occupancy permit has been issued by it.

- 10. FENCING. The owner of any lot may erect a fence made with landscape material or man-made material. No fence having an overall height of more than three feet shall be constructed, or allowed to remain on any lot between any public street and the building setback line, and all shrubs and hedges located between any public street and the building setback line shall be kept trimmed so as not to exceed three feet in height.
- 11. YARD LIGHT. A yard light shall be installed in the front yard of the lot occupied by the dwelling, which light shall be equipped with a photoelectric cell to turn it on automatically during the hours of
- 12. LANDSCAPING. As soon as weather permits after the construction of a residence on any lot in this Subdivision, the owner shall sod the front yard and shall sod or seed the remaining yard space.
- 13. ARCHITECTURAL COMMITTEE. An Architectural Committee composed of Gene D. Weisiger, James G. Weisiger, and William M. Weisiger is appointed, and any member of the committee may approve plans. The committee shall have the authority to appoint an agent to act in it's behalf, and to delegate to such agent all powers and duties given to the Architectural Committee herein. The designation of such agent shall be by written instrument, which shall be recorded in the Recorder's office of Champaign County, Illinois. When two-thirds of the lots in this subdivision have been sold, the record owners of the lots in this subdivision shall have the authority, expressed through an instrument executed by a majority of the owners of the lots n the subdivision, and placed of record in the office of the Recorder of Deeds of Champaign County, Illinois, to change the membership of the committee, or to withdraw from it, any of it's powers and duties. Any member of the committee shall have the authority to act for the committee.
- 14. BUILDING PLANS. No building, dwelling, fence, sidewalk, wall, drive, tent, awning, sculpture, pole, hedge, mass planting or other structural excavation shall be crected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision, unless the plans and specifications thereof, showing the construction, nature, kind, shape, height, material, and color scheme thereof, 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 for the building site shall have been submitted to and approved by the Architectural 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 Committee.

- 15. <u>APPROVAL BY ARCHITECTURAL COMMITTEE</u>. The Architectural Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the committee on such approval. If the committee fails to approve or reject any plan or matter requiring approval within 30 days after plans or specifications have been submitted to it, approval shall not be necessary.
- 16. <u>RIGHT OF INSPECTION</u>. During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural 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.
- 17. <u>WAIVER AND LIABILITY</u>. Members of the Architectural Committee, the committee as a body, members of the Homeowners Association, the present owners of the platted real estate, and their assignees, shall not be liable to any owners of real estate in this subdivision for failing to approve plans, or for damages resulting to lot owners because of any error in plans or specifications, or any plot or grading plan, or planting or other plan, or any building or structural work done in accordance with any other matter, whether or not the same has been approved by the said committee or any members thereof, or any Homeowners Association, or the present owner of said real estate.
- 18. <u>HOMEOWNERS ASSOCIATION</u>. All lot owners shall be members of the Landis Farm Homeowners Association and shall be bound by articles of incorporation, by-laws and reasonable rules and regulations of said Association. Each owner or member shall be subject to assessment for annual dues. Defaulting members shall be liable to the Association for all costs and expenses, including attorney fees incurred by the Association in collecting unpaid assessments. The Association shall have the following powers:
  - A. Authority to enforce these covenants;
  - B. Authority to levy dues assessments.
  - C. Authority to make regulations concerning the use and maintenance of lots 21 and 22 and the lakes located thereon.
  - D. Authority to levy assessments for maintenance of lots 21 and 22 and the lakes located thereon.

Lots 21 and 22 will be conveyed to the Homeowners Association with authority to make regulations concerning the use thereof by the owners of lots in Landis Farm I, and future Landis Farm Subdivisions. If additional Landis Farm Subdivisions are platted, the developers of said subdivision will require lot owners in said future subdivisions to be members of the Landis Farm Homeowners Association.

19. LAKES. All lakes in this subdivision, and the lots on which such lakes are located, shall be owned by the Landis Farm Homeowners Association, so that all owners of any Landis Farm Subdivision lots, shall have access to the lakes and lots on which the lakes are located. The owners of all lots in the Landis Farm Subdivision shall be members of the Association and are bound by any articles of incorporation, by-laws and rules and regulations of said Association. Each member or owner shall be subject to assessment for annual dues and reasonable costs for maintenance of the lakes. Any assessment that is at any time unpaid, shall be collected by the Homeowners Association. All costs of collection thereof, including attorney fees and court costs, in addition to being a lien on each such lot so assessed, shall also be the personal obligation of the person or persons who were the owners of such property at the time such assessment or dues were levied. Each member and the members of his

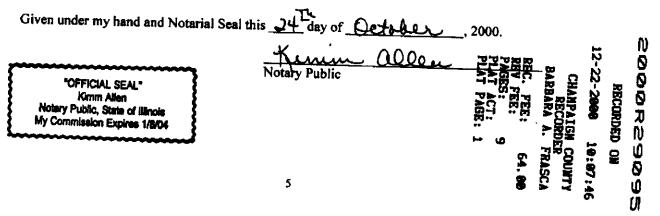
immediate family, and his guests, shall have access to each of the lakes in the Landis Farm Subdivisions. Fishing rules of the Homeowners Association must be followed. The developers of this subdivision will not be liable for dues assessed by the association, but will provide the maintenance for lots 21 and 22 and the lakes located thereon, until such time as the lots abutting thereon have been sold. The Homeowners Association will have the right to manage the lakes and to prescribe rules and regulations regarding its use. No water shall be removed from the lakes for private use, and no one shall cause lake water to be polluted. The owner of lots shall have one vote for each lot owned by him or her at any Homeowners Association meeting.

- 20. <u>SATELLITE DISHES AND ANTENNAS</u>. No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently, without the approval of the Architectural Committee.
- 21. <u>AUTHORITY TO RELEASE RIGHTS</u>. 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 n the Recorder's office of Champaign County, Illinois. Proof of lot ownership by affidavit shall be required.
- 22. <u>BINDING EFFECT OF THESE COVENANTS</u>. These covenants constitute covenants running with the land and shall be binding upon all persons who hold title to lots in this subdivision and upon all contract purchasers of such lots and upon their heirs, executors, administrators and assigns.
- 23. <u>SEVERABILITY OF THESE COVENANTS</u>. 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.

Dated at Urbana, Illinois this 24 day of October, 2000.

WEISIGER FAMILY TRUST By: D. Japes G. Weisiger Arustee

I, Kimm Allen, a Notary Public in and for the County and State aforesaid, do hereby certify that James G. Weisiger, personally known to me to be the Trustee of Weisiger Family Trust, appeared before me this day, in person, and acknowledged that he signed and delivered the foregoing Owners Certificate as his free and voluntary act, for the uses and purposes therein set forth.



### COUNTY CLERK'S TAX CERTIFICATE

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#### STATE OF ILLINOIS ) ) COUNTY OF CHAMPAIGN)

I, Mark Shelden, County Clerk in and for the County of Champaign, State of Illinois, and keeper of the records and files of said office, 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 tract of land:

A tract of land being a part of the Northeast Quarter of Section 4, Township 19 North, Range 8 East of the Third Principal Meridian, the boundary of which is described as follows:

Beginning at the Northeast corner of the Northeast Quarter of Section 4, proceed on an assumed bearing of North 89° 26' 23" West 427.29 feet along the North line of said Northeast Quarter to the True Point of Beginning; thence South 01° 01' 12" West 750.02 feet; thence South 89° 26' 23" East 4.92 feet; thence South 01° 01' 12" West 160.01 feet; thence South 89° 26' 23" East 160.01 feet; thence South 01° 01' 12" West 500.00 feet; thence North 89° 26' 23" West 55.70 feet; thence North 32° 25' 19" West 596.04 feet; thence North 39° 55' 12" West 92.71 feet; thence North 01° 01' 12" East 89.49 feet; thence South 89° 26' 23" East 10.00 feet; thence North 01° 01' 12" East 100.00 feet; thence North 89° 26' 23" West 175.45 feet; thence North 01°01'12" East 290.92 feet; thence North 28°22'43" East 406.00 feet; thence South 89° 26'23" East 260.01 feet along the North line of the Northeast Quarter of the Northeast Quarter of said Section 4 to the True Point of Beginning, encompassing 10.033 acres more or less, and being situated in the Champaign County, Illinois,

Given under my hand and seal of said County at Urbana, Illinois, this 2500 day of April;

County Clerk of Champaign County, Illinois

A part of tax I.D. #30-21-04-226-003 A part of tax I.D. #30-21-04-201-020

# SCHOOL DISTRICT #116 STATEMENT

# LANDIS FARM NO. I SUBDIVISION

The undersigned, pursuant to 765 ILCS 205/1 hereby states that the school district in which the above named subdivision lies is Urbana School District #116.

Land Superintendent of School District #4/6

Subscribed and sworn to before me this 25 day of April, 2000.

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OFFICIAL SEAL LORI JOHNSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/23/01

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201 W. Springfield Ave., Suite 300 P.O. Box 140 Champaign, Illinois 61824-0140 BUS. (217) 352-6976 FAX (217) 358-0570

### **RECORDING AGENT DESIGNATION**

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STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

Libby Tyle I, William E. Sheridan, Illinois Professional Land Surveyor Number 2031, in accordance with PAB7-0705 (The Plat Act) do hereby designate Rob Kowalski, City of Urbana Planning Department as the agent who may record final plat of "Landis Farm Subdivision No.1". A true copy of which has been retained by me to assure no changes have been made to said plat.

Champaign County, Illinois

Dated: April 27, 2000 WHILLING CONTRACTOR ME. SHE 2031 Illinois Professional Land Surveyor N OFESSION LAND SURVEYOR STATE OF MININAMPAIG