

**PREPARED BY AND AFTER  
RECORDING RETURN TO:**  
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SPACE ABOVE THIS LINE FOR RECORDER

**THORNEWOOD LSRD SUBDIVISION PHASE 1  
OWNER'S CERTIFICATE AND  
RESTRICTIVE COVENANTS**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF CHAMPAIGN            )

**OWNER'S CERTIFICATE**

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned, **MAHOMET LAND COMPANY**, an Illinois corporation, being the owner ("Owner" or "Developer") of the real estate situated in the Village of Mahomet, Champaign County, Illinois, described in Exhibit A, which is attached hereto and incorporated herein by reference, states that the same was caused to be surveyed and platted by an Illinois Professional Land Surveyor in the State of Illinois, Wesley J. Meyers, License Number 2803, and the undersigned does hereby adopt, ratify and confirm the plat dated the 11<sup>th</sup> day of November, 2021, prepared by said surveyor and named ThorneWood LSRD Subdivision Phase 1 ("Subdivision"), and does hereby dedicate the areas of the tract, including sub-surface, surface and airspace under, on and over such tracts, shown on the plat as streets, roads, avenues, drives, boulevards, highways, crosswalks, sidewalks, and alleys (collectively, "right-of-way") respectively, to the public, the State of Illinois, and the Village of Mahomet, as applicable, for public use perpetually, with the right to use, construct, maintain, repair, operate, and occupy said right-of-way for vehicular, pedestrian, and other transportation purposes and right-of-way purposes, and utility purposes, including, but not limited to, water, sanitary sewer, storm sewer and drainage, electricity, gas, telephone, cable television, or any other use the public entity in whose jurisdiction the right-of-way lies shall deem to be necessary or useful to the public. The public entity with jurisdiction on behalf of the public shall have the right to maintain said right-of-way free from buildings, fences, structures, or any obstructions of any kind whatsoever. No person shall obstruct said right-of-way unless the public entity with authority to do so otherwise authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, ordinance or an outlined, herein, shall not be

considered an obstruction of right-of-way, nor shall mailboxes or other small structures required by law to be placed in the right-of-way; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located. The streets, roads, avenues, drives, boulevards, highways, and alleys shall bear the respective names as shown on the plat subject to the right of the public entity with appropriate authority to change said name as provided by law. Owner hereby dedicates easements indicated on the plat as drainage easements or drainage ways or facilities perpetually to the Village of Mahomet and to the public for storm water drainage purposes including, but not limited to, surface drainage by swale, construction, using operating, maintaining, repairing or reconstruction storm water drainage detention, retention, inlet or outlet facilities, or any combination thereof, and including the right to place spoil from drainage facilities on the same and to maintain said easement free from any buildings, fences, structures, and obstructions whatsoever.

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

### **SCHOOL DISTRICT STATEMENT**

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of the undersigned's knowledge the school district in which the premises lies is Mahomet-Seymour Community School District #3.

### **COVENANTS AND RESTRICTIONS**

It is hereby provided that all conveyances of property hereafter made by the present or future owners of the land described on the aforesaid Surveyor's Certificate as lots 601 through 636 and outlots 640-642 of Thornewood LSRD Subdivision Phase 1 shall, by adopting the above description of said platted lots, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable:

### **DEFINITIONS**

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

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 Building Site.

Architectural Committee: A designated body with the authority to approve or disallow the placement of any structure or otherwise on a Building Site, separate and apart from any and all architectural committee appointed or designated by the Association.

Association: Thornewood of Mahomet Homeowners Association, Mahomet, Illinois.

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

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

Common Areas: All areas (if any) to be conveyed to and owned by the Association, as identified on the aforesaid plat as outlots (if any), upon completion by the Developer of all required public improvements as set forth in the aforesaid plat and in accordance with the zoning and subdivision ordinance of the Village of Mahomet, Illinois ("Village") at such time of constructing said public improvements located in such areas.

Developer: The developer is Mahomet Land Company, an Illinois corporation, its successors or assigns, having a principal office address at P.O. Box 110, Mahomet, Illinois 61853.

Development Agreement: The development agreement between the Developer and the Village of Mahomet, Champaign County, Illinois dated as of February 23, 2021 and recorded with the Champaign County Recorder on March 24, 2021 as Document No. 2021R06798 and all terms contained therein.

Dwelling: The main building or buildings on any Building Site. The Dwelling is to be designed for and is to be used exclusively for a residence.

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

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

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

Thornewood Subdivisions: Any and all subdivisions (now existing as of the date hereof or hereafter) which belong to and are governed by the Association as set forth in Section 17 hereinbelow.

1. **PERMISSIBLE BUILDING AND ORDER CONSTRUCTION.** All buildings erected on any Building Site shall be constructed of new material and of good quality suitably adapted to use in the construction of Dwellings; and no old building or buildings shall be placed

on, or moved to, the Building Site, nor shall any used or reclaimed material be employed in any construction thereon. No living units shall be constructed with pre-assembled interior wall treatment, excepting ordinary drywall constructed with joints taped on the Building Site. Accessory Buildings (including garages) shall not be erected, constructed or maintained prior to the erection or the construction of the Dwelling.

2. **MAINTENANCE OF LOTS AND NUISANCES.** No noxious or offensive activity, and no activity which shall be deemed by the Architectural Committee 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 lot 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. All lots shall be well maintained and grass shall be kept mowed below eight (8) inches so as to maintain the same in reasonably neat and attractive manner as determined by the Developer or the Association. If the owner of any lot is not in compliance on maintenance of the lawn or mowing of the grass set forth herein, the Developer or the Association may cause the same to be removed or mowed, as the case may be and charge twice the cost of removal to the owner of such lot in order to recover the cost of removal and administrative charges. Commons areas and outlots owned by the Association may be kept in natural prairie plants without height limit provided such (a) do not interfere the access and use of pathways; (b) are in areas in excess of 50 feet from rights-of -way; and (c) are mowed to grade before winter.

3. **SIGNS.** No signs shall be allowed other than Thornewood Subdivisions' signage as determined by the Developer in its sole discretion and which shall be for the benefit of the Association. In no event shall builder and/or real estate signs to market a lot or Dwelling be more than six (6) square feet.

4. **PETS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of dogs, cats or other domestic house pets shall be kept on any lot in the Subdivision and the same shall not be kept or maintained for breeding or commercial purposes. Lot owners shall not allow pets to roam beyond the boundaries of their lot in such manner as to become nuisances or interfere with other lot owners. Lot owners shall not allow their pets to use any property (including Common Areas) other than their own lot as a bathroom facility. Lot owners shall not allow their dogs to bark excessively outdoors.

5. **BOAT AND MOTOR VEHICLE PARKING AND REPAIR.** No boats, motor homes, campers, motor or trail bikes, snowmobiles, lawn care equipment, recreational vehicles of any type, or trailers, shall be parked anywhere in the Subdivision (including the streets, bikepaths, commons areas, pathways of the Subdivision) unless such vehicle or item is parked in a garage. Further, vehicle parking is permitted only in garages and on paved driveways; provided however, street parking may be allowed on a temporary basis for special situations or circumstances as approved in writing by the Association. No owner, occupant or guest of an owner of 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. If any vehicle or item is parked on any portion of the Subdivision in violation of this Section or in violation of the Association's rules and

regulations, the Board of Directors or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board of Directors or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the owner or user of the vehicle. If a vehicle is parked in a fire lane, is blocking another vehicle or access to a lot, is obstructing the flow of traffic, is parked on any grassy area or the roadways (except as set forth herein), or otherwise creates a hazardous condition, no notice shall be required and the Board of Directors or agent of the Association may have the vehicle towed immediately, if a vehicle is towed in accordance with this Section, neither the Association, Board of Directors nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Towing shall be conducted at the sole cost and expense of the violating owner or user of the vehicle, and all costs shall be added to and become part of the assessment obligation of the owner and shall become a lien against the lot. Notwithstanding anything to the contrary herein, the Association may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

6. **DRAINAGE AND LOT CONTOUR.** All buildable lots shall be graded so as to maintain existing drainage pattern and comply with the Subdivision grading plan which is on file at the Village of Mahomet Administration Office, 503 E Main Street, Mahomet, IL 61853. No lot owner shall divert water to a neighboring lot or any other lot, and no lot owner may alter its drainage pattern without obtaining prior written approval from the Developer, the Architectural Committee and the Village. 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. Further, no obstruction in the flow of surface water along open ditches shall be made by any lot owner or agent thereof. Rough grading of the site shall be completed by the time framing starts with minimal stockpile of dirt remaining on site for final grading. Each lot owner shall be solely responsible at its own cost and expense for compliance with this Section. In no event shall Developer have any liability for ensuring enforcement or compliance set forth in this Section.

7. **COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** Each purchaser of a lot shall commence construction of a Dwelling upon lot within one (1) year from the date of purchase of the lot. In the event a lot owner does not commence construction within said time frame, the Developer shall have the option to purchase the lot from the lot owner upon the same terms and conditions, including price, that the Developer sold the subject lot. The Developer may exercise this option by providing written notice to the lot owner, and closing shall be held within thirty (30) days of the date of the Developer's written notice to the lot owner. Each lot owner acknowledges that time is of the essence with respect to this Section 7.

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 (12) months from the date of the footings were excavated.

No such buildings or structure shall be occupied during the course of the original exterior construction. Notwithstanding the foregoing, when required by applicable ordinances of any appropriate governmental agency, no structure shall be occupied until an occupancy permit has been issued by it.

8. **FENCING.** Only ornamental fences shall be allowed within the Subdivision. All such fences (including any fence additions) to be constructed shall be approved by the Architectural Committee (in its sole discretion) prior to construction, and shall be of an appropriate material, size and color so as not to detract from any dwelling or Thornewood Subdivisions, and shall be properly maintained by the lot owner. Any other fencing for screening purposes must be approved by the Developer or Architectural Committee, in its sole discretion (such determination being final and binding on each and all such lot owners). Fences cannot be located in or enclose any drainage easements within the Subdivision.

9. **YARD LIGHT.** A yard light shall be installed in the front yard of the lot occupied by the Dwelling within twelve (12) feet to fifteen (15) feet of the sidewalk and/or bikepath, which light shall be equipped with a photoelectric cell to turn it on automatically during the hours of darkness.

10. **LANDSCAPING.** As soon as weather permits after the construction of a Dwelling on any lot in this Subdivision, the lot owner shall sod the front yard (except as set forth hereinafter), shall sod or seed the remaining yard space, and shall plant at least fifteen (15) plantings in the front yard, including such planting between the service walk and Dwelling and at least two (2) "2-inch" diameter hardwood trees within the front yard. Lot owner may seed the front yard if such lot owner installs an in-ground sprinkler system and achieves at least ninety percent (90%) grass density within four (4) months from seeding. Erosion control and silt fencing must be maintained around the perimeter of the seeded area to prevent silting of the sidewalks, bikeways and/or streets until such time as at least ninety percent (90%) grass density is achieved. Such planting areas shall be maintained with mulch or rock, and weeds shall be removed from such planting areas. In addition to the foregoing, the owner of a corner lot shall sod the yard adjacent to both streets to the front of the Dwelling.

11. **ARCHITECTURAL COMMITTEE.** An Architectural Committee composed of Nick Taylor, Russ Taylor, Bill Peifer, Vic Armstrong and Paul Phillips are hereby appointed. A quorum of the Architectural Committee shall consist of a majority of its members; it shall take the affirmative vote of a majority of its members at the meeting at which a quorum is present to approve or perform any action or in lieu of meeting; provided, a consent in writing, setting forth the action taken, is signed by majority of the Architectural Committee members entitled to vote. In the event of the death or resignation of any member of the Architectural Committee, the remaining members shall have full authority to designate a successor. The Architectural Committee shall have the authority to appoint an agent to act in its 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 one hundred percent (100%) of all lots in Thornewood Subdivisions have been sold, the record owners of the lots in Thornewood Subdivisions shall have the authority, expressed through an instrument with the Office of the Recorder of Deeds of

Champaign County, Illinois, to change the membership of the Architectural Committee or to withdraw from the Architectural Committee any of its powers and duties. Any member of the Architectural Committee shall have the authority to act for the Architectural Committee. Notwithstanding anything to the contrary herein, Architectural Committee, in its sole discretion, shall have the right to waive any covenants and restrictions as set forth herein unless said waiver request is in conflict with the zoning and subdivision ordinance of the Village.

12. **BUILDING PLANS.** No building, dwelling, fence, sidewalk, wall, drive, tent, awning, sculpture, poll, hedge, mass planting or other structural excavation, including without limitation, driveway culverts, shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of the 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 and the erosion control plan for the building site shall have been submitted to and approved by the Architectural Committee. A copy of such plans and specifications, plot plan and grading plan as finally approved shall be deposited for permanent record with the Architectural Committee. In any event, Architectural Committee written approval must be obtained prior to the application to the Village for a building or other permit.

13. **APPROVAL BY ARCHITECTURAL COMMITTEE.** The Architectural Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the Architectural Committee on such approval. If the committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted to Architectural Committee, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

14. **RIGHT OF INSPECTION.** During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural Committee or any agent of Architectural Committee shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within the 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 the trespass reason thereof.

15. **WAIVER AND LIABILITY.** The approval by the Architectural Committee of any plans and specifications, plot plan, grading, planning or any other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the Architectural Committee of its right to withhold approval as to similar or other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the Architectural Committee nor any member thereof nor the Association 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 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 provided by the Architectural Committee or any members thereof, or the Association.

16. **CONSTRUCTIVE EVIDENCE OF ACTION BY ARCHITECTURAL COMMITTEE.** Any title company or person certifying, guaranteeing or insuring title of the Building Site, lot or parcel in the 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 Committee, or any agent thereof appointed in accordance with the provisions of Section 11, and said certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

17. **HOMEOWNERS' ASSOCIATION.** All lot owners within the Subdivision shall be members of the Association (as defined in the "Definitions" section set forth hereinabove) and shall be bound by any articles of incorporation, by-laws and reasonable rules and regulations of the Association. Each owner or member shall be subject to assessment for annual dues. The obligation of assessments is imposed against each owner and becomes a lien upon said owner's land in the Subdivision against which such assessments are made. Defaulting members shall be liable to the Association for all costs and expenses including attorneys' 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 and assessments; and
- C. Authority to collect dues and assessments.

If additional subdivisions are platted by the Developer, or its assigns, in Township 20 North, Range 7 East of the Third Principal Meridian in Champaign County, Illinois, with the words "Thornewood" (but not "Thornewood North") in the name of the subdivision, the Developer of said subdivision shall make lot owners in said subdivisions members of the Association. Notwithstanding anything contained in these covenants to the contrary, the following property and/or lots shall be exempt from the assessments, charges and/or liens created herein: (i) all Common Areas and (ii) all property and/or lots owned by the Developer or a builder prior to the issuance of a certificate of occupancy by the Village.

A primary purpose of the Association will be to provide for the ownership, development, maintenance and upkeep of the Common Areas, including without limitations, sidewalks, pathways, drainage easements and drainage ways or facilities, and storm water detention basins of Thornewood Subdivisions, as well as any under drains and appurtenances constructed within Thornewood Subdivisions. Upon completion of detention basin improvements (if any), the Owner shall convey the tracts containing detention basin to the Association, and the Association shall at that time accept such conveyance and assume all maintenance responsibility for the basins. The Association shall keep all storm drainage waterways and storm water detention basins functioning properly and in a good state of repair at all times. All other Common Areas shall be conveyed to the Association upon recording of the plat of subdivision containing Common Areas.



The costs of maintaining the storm water detention area within Thornewood Subdivisions shall be shared equally by each subdivision based upon the ratio of the square footage of such subdivision divided by the total square footage of all subdivisions utilizing the basins. Each lot owner shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

All Common Areas developed in the Thornewood Subdivisions shall be subject to the rules and regulations established by the Association, and the use of Common Areas and common facilities which may be provided by the Developer, in Developer's discretion, from time to time shall be subject to the rules and regulations established by the Association

With respect to Outlot 642, Developer grants unto the Village, its successors and assigns a perpetual access easement with the express authority, but not obligation, for the Village to install (at the expense of the Village) a multi-purpose permanent improvement pathway of up to 18' in width generally running north and south on said Outlot 642. If the Village installs said multi-purpose pathway, no person or party shall restrict access to said multi-purpose pathway, which shall be controlled and maintained by the Village, at Village sole expense. Other than as specifically authorized herein, no other structures or development shall be permitted on Outlot 642 without the Village's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Association shall maintain all plantings and landscaping installed by the Association on Outlot 642. All plantings other than grass require advance written approval from the Village, which approval shall not be unreasonably withheld, conditioned or delayed.

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

18. **SATELLITE DISHES AND ANTENNAS.** No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto or similar equipments shall be placed, stored, kept or used upon any lot at any time either temporarily or permanently, without the approval of the Architectural Committee, except that satellite dishes not exceeding eighteen inches (18") in size may be installed by a lot owner without the approval of the Architectural Committee, provided the dish is installed in a reasonably concealed location on the Building Site.

19. **ASSESSMENT LIENS.** Any dues, annual assessments or special assessments levied by the Association shall be a charge on the lot against which it is levied or assessed and shall be a continuing lien against such lot for the amount of the dues or such assessment that is at any time unpaid. All costs of collection thereon, including attorneys' 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 lot at the time such assessment or dues were levied.

20. **BINDING EFFECT OF THESE COVENANTS.** These covenants and restrictions constitute covenants running with the land and shall be binding upon all persons who hold title to lots or condominium units in the Subdivision and upon all contract purchasers of such lots or condominium units and upon their heirs, executors, administrators and assigns 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. The failure of the Architectural Committee, the Association, any building site owner or the present owner of the 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 restriction, condition, covenant, reservation, lien or charge.

21. **SEVERABILITY OF THESE COVENANTS.** The invalidation of any one of these covenants by a judgment of the court 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.

22. **STREET 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 right-of-way lines and a line connecting them at points thirty feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

23. **ACCESS CONTROL.** Certain portions of the lots within the Subdivision are subject to access control by vehicles. Said locations are identified on the recorded plat as "Vehicular Access Control". No driveways for vehicular access onto public streets shall be constructed in said locations.

24. **SUMP DISCHARGE.** All lot owners must maintain discharge of sump pump lines into tile drains provided with the Subdivision infrastructure.

25. **WATER SUPPLY.** No individual water well shall be installed or maintained on any lot so long as public water supply service is available to the Building Site.

26. **SEWAGE SYSTEM.** No individual on-site sewage disposal system shall be installed or maintained on any lot so long as a public sewage system is available to serve the Building Site.

27. **ARCHITECTURAL COMMITTEE DISCRETION.** Notwithstanding anything contained in the covenants herein to the contrary, the Architectural Committee reserves the right to approve (in its sole discretion) structures and grant waivers (in its sole discretion) that deviate from the requirements set forth in the covenants on a case by case basis based on the overall architectural integrity of the exterior design of the Dwelling or structure.

28. **EASEMENTS.** Permanent easements are hereby granted and reserved to the Village for public utility purposes. Easements are shown on the recorded plat for the installation

and maintenance of telephone, cable television, power, gas, sanitary sewer, storm sewer lines, surface swales, sidewalks, and any other utilities and services which may be needed for the purpose of servicing the lots and shall include the right of reasonable ingress and egress for maintenance of said facilities. No structures, walls, fences, plantings, or any other obstruction shall be placed, planted or permitted to remain within the platted easements which may damage or interfere with the installation, operation or maintenance of these facilities and/or utilities, unless the Village authorizes said obstruction in writing.

29. **STORMWATER DETENTION.** Notwithstanding anything to the contrary herein, the Association shall keep any detention area (including such storm water detention, storm sewer and drainage facilities located within the outlots) within Thornewood Subdivisions area functioning properly and in a state of good maintenance at all times. Each lot within the Thornewood Subdivisions, including all present and future phases thereof, shall be subject to assessment as established by the Association as the contribution of each lot owner to the cost of maintenance of the detention area.

30. **NO TREE CLEARING ON LOTS 615-621.** Notwithstanding anything to the contrary contained herein, lot owners of lots 615 through 621 may not remove, disturb or clear trees located within the rear portion of said lots which abut Lot "D" Briar Cliff First Subdivision and shown on the Subdivision plat as "BUILDING SETBACK LINE, GENERAL UTILITY AND DRAINAGE EASEMENT, CLEARING IS LIMITED AND NO ACCESSORY STRUCTURES AND GRADING CHANGES ARE PERMITTED IN THE REAR 60' OF LOTS 615-621".

31. **MAILBOXES.** The Association shall be responsible for securing the actual maintenance, repair and reinstallation of any and all shared mailbox assemblies within the Subdivision; provided, the lot owners subject to a shared mailbox assembly system, rather than a stand-alone mailbox, shall be proportionately liable for the cost of said maintenance, repair and reinstallation of same. The proportionate liability of any particular lot owner shall be calculated by dividing the cost of maintenance, repair and/or reinstallation by the total number of lot owners entitled to share the mailbox assembly in question, and shall not be dependent upon actual use of the mailbox assembly by any one or more lot owners. Any initial or replacement mailbox assembly, or any substantive modification of the assembly or supports shall be approved by the Architectural Committee, in its sole discretion. All mailbox assembly units within the Subdivision shall be substantially similar in appearance and shall be at such locations determined by the Developer. The Association shall invoice each owner whose lot is subject to a shared mailbox assembly, for its proportionate share of costs related to the maintenance, repair and/or reinstallation of the shared mailbox assembly associated with such lot ("Shared Mailbox Expense"). The Shared Mailbox Expense shall be paid, when due, and shall become a lien upon the lot owner's land obligated to pay the Shared Mailbox Expense. Defaulting lot owner shall be liable to the Association in collecting any unpaid Shared Mailbox Expense. The Association is granted full authority to enforce this Section 31. All mailboxes are subject to regulations of the United States Postal Service and the Village of Mahomet.

32. **AMENDMENT OF COVENANTS.** The covenants and restrictions as set forth herein may be amended by the Developer without approval of the other lot owners to effect

technical corrections, correct obvious factual errors or omissions, or accommodate platting of additional phases of Thornewood Subdivisions until such time as one hundred percent (100%) of the lots within Thornewood Subdivisions are sold, or as long as such amendments are substantially in conformance with the covenants and restrictions as set forth herein. After the sale of one hundred percent (100%) of the lots within Thornewood Subdivisions, the covenants and restrictions as set forth herein may be amended or waived, in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by at least sixty percent (60%) of all of the lot owners with the Thornewood Subdivisions. This authority to amend or waive rights shall not be applicable to the dedication of streets and easements. Notwithstanding the foregoing, Sections 6, 8, 9, 11, 12, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 herein shall not be released or amended without the specific written approval of Board of Trustees of the Village, which covenants the Village shall have standing to enforce.

33. **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 601-636, a private garage not less than two (2) nor more than three (3) cars per Dwelling (unless otherwise approved in writing by the Architectural Committee), and other accessory buildings incidental to residential use of the Building Site, if such buildings are architecturally similar to the dwelling constructed on the lot, including all exterior materials used in construction with the dwelling.

34. **MINIMUM DWELLING – LOCATION AND SIZE.** No Dwelling shall be permitted on any site unless it includes a carport or garage. In the event that a Dwelling is of one story, it shall contain not less than one thousand five hundred (1,500) square feet of ground floor area; in the event that such building is of one and one-half stories or two stories, it shall contain not less than eight hundred (800) square feet of ground floor area and a total floor area of not less than one thousand six hundred (1,600) square feet. All Dwelling shall be constructed with either basement or crawl space under at least seventy percent (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.

Buildings shall be centered on each lot, except where the Architectural Committee has authorized other, and located within setbacks as set forth in the then current applicable Village ordinances, as may be amended by that certain Development Agreement dated as of February 23, 2021 by and between the Village and Developer (“Development Agreement”). No building shall be located on any lot nearer to a lot line than allowed by the applicable zoning ordinance of the Village, as may be amended by the Development Agreement. If a special, more restricted setback line is set forth on the recorded plat, such special setback line shall control.

35. **ROOFS AND EXTERIOR SURFACE OF DWELLING.** All Dwelling and other building structures within lots 601 through 636 the Subdivision shall be constructed with the front elevation of each Dwelling having a minimum of twenty percent (20%) brick, stone and/or stucco material. Further, (i) all primary roofs shall have a minimum 6/12 pitch; and (ii) all roofs shall consist of 30-year architectural shingles, wood shakes or tile roofs.

36. **TERMS OF DEVELOPMENT AGREEMENT INCORPORATED.** All lots in this Subdivision is subject to the terms and conditions contained in the Development Agreement. If there is a conflict between terms of the Development Agreement and the terms herein, the terms of the Development Agreement shall control.

*[the remainder of this page intentionally blank- signature to follow]*

Dated at Mahomet, Illinois, this 1<sup>st</sup> day of December, 2021.

MAHOMET LAND COMPANY,  
an Illinois corporation

By: Russell H Taylor, Pres.  
President

Attest: [Signature]  
Secretary

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 Russell H. Taylor and William A. Perfer, personally known to me to be the President and Secretary of Mahomet Land Company, an Illinois corporation, and also known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act of the corporation, for the uses and purposes shown in the document and they were authorized to execute this agreement for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 1<sup>st</sup> day of December, 2021.



[Signature]  
Notary Public

Exhibit A

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF MAHOMET, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, BEING THE SOUTHWEST CORNER OF LOT 548 IN THE FIFTH ADDITION TO THORNEWOOD SUBDIVISION, RECORDED IN DOCUMENT NO. 2016R11903, IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS. FROM SAID POINT OF BEGINNING, THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST 186.85 FEET ALONG THE SOUTH LINE OF SAID LOT 548 AND THE SOUTH LINE OF BRIARWOOD LANE IN SAID FIFTH ADDITION TO THORNEWOOD SUBDIVISION TO THE WEST LINE OF LOT 547 IN SAID FIFTH ADDITION TO THORNEWOOD SUBDIVISION; THENCE SOUTH 04 DEGREES 01 MINUTE 32 SECONDS WEST 1.09 FEET ALONG THE WEST LINE OF SAID LOT 547 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 85 DEGREES 54 MINUTES 08 SECONDS EAST 125.50 FEET ALONG THE SOUTH LINE OF SAID LOT 547 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE FIFTH ADDITION TO THORNEWOOD SUBDIVISION – PHASE 2, RECORDED IN DOCUMENT NO. 2019R11770, IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 04 DEGREES 01 MINUTE 32 SECONDS WEST 49.70 FEET ALONG THE WEST LINE OF SAID FIFTH ADDITION TO THORNEWOOD SUBDIVISION – PHASE 2; THENCE SOUTH 04 DEGREES 40 MINUTES 16 SECONDS EAST 667.29 FEET ALONG THE WEST LINE OF SAID FIFTH ADDITION TO THORNEWOOD SUBDIVISION – PHASE 2 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 53 MINUTES 32 SECONDS EAST 44.88 FEET ALONG THE SOUTH LINE OF SAID FIFTH ADDITION TO THORNEWOOD SUBDIVISION – PHASE 2; THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS EAST 60.17 FEET; THENCE SOUTH 22 DEGREES 33 MINUTES 48 SECONDS WEST 84.19 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 35 SECONDS EAST 150.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 25 SECONDS EAST 126.44 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 28 SECONDS EAST 152.01 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 25 SECONDS EAST 13.74 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 35 SECONDS EAST 261.28 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 11, ALSO BEING THE NORTH LINE OF LOT “D” IN BRIAR CLIFF FIRST SUBDIVISION, RECORDED IN PLAT BOOK “O”, AT PAGE 37 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 49 MINUTES 25 SECONDS WEST 509.81 FEET ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, BEING THE NORTH LINE OF SAID LOT “D” IN BRIAR CLIFF FIRST SUBDIVISION, AND THE NORTH LINE OF A 60-FOOT WIDE RIGHT-OF-WAY IN BRIAR CLIFF SECOND SUBDIVISION KNOWN AS BRIARWOOD LANE, RECORDED IN PLAT BOOK “U”, AT PAGE 21 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 16 MINUTES 38 SECONDS WEST 1,440.09 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING, CONTAINING 12.85 ACRES, MORE OR LESS.

TAX CERTIFICATE  
LEGAL DESCRIPTION

STATE OF ILLINOIS            )  
  )SS  
COUNTY OF CHAMPAIGN    )

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

See Exhibit A attached hereto and incorporated herein by reference.

Permanent Index Numbers: 15-13-11-101-015 (part).

DATED THIS 29<sup>th</sup> DAY OF November, 2021.

*Aaron Ammons*

COUNTY CLERK  
CHAMPAIGN COUNTY, ILLINOIS





Exhibit A

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STATE OF ILLINOIS )  
 )  
COUNTY OF CHAMPAIGN )  
 )  
VILLAGE OF MAHOMET )

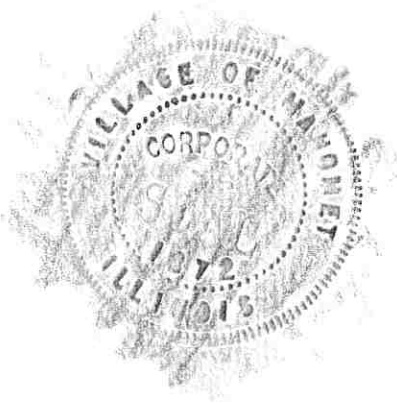
**VILLAGE TREASURER'S CERTIFICATE**

THE UNDERSIGNED, Treasurer of the Village of Mahomet, Champaign County, Illinois, does hereby certify that he/she finds no delinquent or unpaid special assessments levied against the following described real estate, to-wit:

See Exhibit A attached hereto and incorporated herein by reference.

Permanent Index Numbers: 15-13-11-101-015 (part).

GIVEN UNDER MY HAND AND SEAL this 6 day of December, 2021.



  
\_\_\_\_\_  
TREASURER, VILLAGE OF MAHOMET  
CHAMPAIGN COUNTY, ILLINOIS

Exhibit A

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

I, Wesley J. Meyers, Illinois Professional Land Surveyor No. 2803, hereby state that I have prepared the plat of "**Thornewood LSRD Subdivision Phase 1**" in the Village of Mahomet, Champaign County, Illinois. I authorize a representative of Berns, Clancy & Associates to act as my agent in presenting this plat to the Champaign County Recorder for recording.



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

Date: 11-30-2021

